
UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT.

TRANSCRIPT OF RECORD.
(IN THREE VOLUMES.)

THE LINN & LANE TIMBER COMPANY, CHARLES A. SMITH,
CHARLES J. SWENSON and FREDERICK A. KRIBS,
* Appellants,

vs.

THE UNITED STATES OF AMERICA, Appellee,

and

THE UNITED STATES OF AMERICA, Appellant,

vs.

C. A. SMITH, FREDERICK A. KRIBS, CHARLES J. SWENSON,
O. JUDD MEALEY, WILL MEALEY, J. A. THOMPSON,
GEORGE F. MEALEY, RICHARD F. MALONE, WILLIAM
J. LAWRENCE, ALEXANDER GOULD, JOHN J. GILLI-
LAND, LOUIS MAYNARD, JOSEPH O. MIKALSON, JAMES
W. ROZELL, JOHN THOMAS PARKER, SAMUEL D. PICK-
ENS, SIDNEY H. SCANLAND, JOSEPH H. STEINGRANDT,
CORNELIUS N. TUTHILL, RICHARD D. WATKINS,
CHARLES WILEY, WILLIAM W. BILLINGS, and LINN
& LANE TIMBER COMPANY,

Appellees.

VOLUME II.
(Pages 337 to 720, Inclusive.)

Appeals from the United States Circuit Court for
the District of Oregon.

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(Testimony of O. A. Archibald.)

Q. Those slips that are attached—what are they?

A. They are the deposit slips or tags made at the time the entry was—the time when the credit was given.

Q. They are originals?

A. They are originals, yes, sir. [354]

Q. I note, Mr. Archibald, that the account of O. J. Mealey was opened apparently on October 3, 1900. Had Mr. Mealey had any account there previously?

A. I think not, not a check account that I remember of. There was perhaps.

Q. What other account had he had there?

A. I think previous to that it was perhaps certificate of deposit that he had there.

Q. How many? More than one?

A. I think there were two.

Mr. LIND.—That was O. J. Mealey you spoke of now, was it?

A. Just let me refer to the original deposit slip—shows for which. Perhaps both of them had maybe, O. J. and W. R.

Q. It shows what?

A. If you will allow me to inspect that deposit slip, I can tell you. Now, the W. R. please, W. R. Mealey. O. J. had one certificate.

Q. Each one had a certificate?

A. Yes, sir.

Q. Prior to the date of this? A. Yes, sir.

Q. I don't know just the date of them, perhaps not more than one.

(Testimony of O. A. Archibald.)

Q. You have a record of your certificates?

A. It is in the office.

Q. I will have it here in a minute.

Mr. LIND.—If you want to show that, why don't you ask him? If you want to show anything about those certificates, how much they were and when they were deposited—

Mr. McCOURT.—The account itself shows. I am going to introduce the account. [355]

Q. I notice the account of O. J. Mealey was also opened on October 3, 1900. I will ask you whether or not he had a check account there previous to that date? A. I think not.

Q. Did he have any other account there previous to that date?

A. No. I don't think so excepting the certificate of deposit that you mentioned.

Q. I notice that the account of John A. Thompson was opened there on December 20, 1900. Did he have any account there previous to that date?

A. I think not. Possibly he might have had, but I don't think there was one previous to that.

Q. Well, have you examined your books to see?

A. I examined the records from the commencement of 1900.

Q. And didn't find any account prior to that time?

A. Found nothing, no. Didn't find any account.

Q. Did he have any certificate of deposit or other sort of account there, savings account or anything? A. I think not.

(Testimony of O. A. Archibald.)

Q. Prior to the time that he opened the account mentioned? A. No. No, sir.

Q. The account of O. J. Mealey and William R. Mealey, I notice opened in March 4, 1903. Did those gentlemen have any account there prior to that time, any joint account? A. No, sir.

Q. Is that a transcript of your bills receivable book which I hand you? A. Yes, sir.

Q. Does that contain a correct list of notes given your bank by the Mealey brothers? [356]

A. I think it does all of them. I don't think there was any of them skipped. We examined the record very carefully. We have the record here.

Q. By reference to your certificate register, can you tell when those certificates of deposit mentioned were issued to O. J. Mealey and W. R. Mealey respectively?

A. Yes, sir; I can. September 26, 1900.

Q. Give the amounts to each one of them.

A. No. 143,078 was for \$840.67 to W. R. Mealey and was paid.

Mr. LIND.—Give that amount again.

A. \$840.67. That certificate was paid 10/3/1900.

Mr. LIND.—What does that mean?

A. It means October 3, 1900. And No. 143,079, the following certificate was for \$875.66 to O. J. Mealey. It was paid or cancelled in October 2, 1900.

COURT.—When was it issued?

A. Issued September 26, 1900—the date of issue.

Q. Now, Mr. Archibald, do you recall generally the source from which the moneys that went into

(Testimony of O. A. Archibald.)

the account of Mr. O. J. Mealey, the account of William R. Mealey and John A. Thompson, came?

Mr. LIND.—One moment. We do not object to any evidence that shows facts specifically, but this question is too broad. We object to it as utterly incompetent—do you recollect generally?

COURT.—If he knows the source from which these deposits came, he may state the fact.

Q. Yes. Well, do you know the source, Mr. Archibald? A. Which—those two deposits?

Q. Yes, and the balance of the account of Mr. Mealey and [357] Mr. Thompson?

A. The majority of them perhaps consisted at that time of checks on the First National Bank of Roseburg.

Q. Drawn by whom?

A. Drawn by Mr. Kribs.

Q. Frederick A. Kribs? A. Yes, sir.

Mr. LIND.—One moment. Are you speaking about the two certificates of deposit now, made in September?

A. I have no means of determining what they consisted of except by referring to the remittance register of that date, and we have not those remittance registers of that date, as far back as that. December, 1901, I think, is as far back as we have the remittance registers. They were wet in a fire that we had. The vault was overcrowded, and they have been destroyed, those have.

Q. Where did you clear Roseburg checks deposited at your bank at that time?

(Testimony of O. A. Archibald.)

A. At that time, through Ladd & Bush, I think mostly.

Q. Well, you just recalled that fact, did you not, a few minutes ago?

A. Well, after I investigated the register there and the remittance registers on Portland. At the time I was subpoenaed here, I was under the impression that we cleared them through Portland entirely, but since I remember they were cleared through Ladd and Bush of Salem, I think at that time. Possibly some might have been sent direct to Roseburg, there is a possibility. Where we was not very well acquainted with the drawer of the check, or the payee—something of that kind, we might have taken it for collection and forwarded it direct, at their request, to gain time or something of that kind. [358]

Mr. LIND.—I wish to state to the District Attorney we do now want to appear in an attitude of objecting to any of this. Now, if you claim any payments were made by Kribs to the Mealeys or Thompson, on account of these lands, we say yes there were. And if you will, as I suggested on yesterday submit to us a statement of the amounts and dates, and such, we will check it up and concede it. We do not wish to put the Government to the inconvenience of getting at things in a roundabout way, when they can be ascertained so readily. There is no issue on this.

Mr. McCOURT.—They cannot be ascertained readily unless we can find out what they are. We

(Testimony of O. A. Archibald.)

had to get this man here and the books to find out what they were. We brought the man here with his remittance books on Portland, because we were advised he cleared through Portland, so we could check the accounts from the Mealey account back into the Kribs account. I cannot tell what is a Kribs check until we get those remittance books, except by surmise. There are a number of these deposits which we trace a like amount or a substantially alike amount into Mr. Kribs' account. But unless you are prepared to say from our statement that they were the same checks, we could not do it without getting these books. That is the reason we are here. Now, we find the man has not brought us the remittance register of the right bank.

Mr. LIND.—Well, now, there is going to be no trouble about that.

Mr. McCOURT.—We are going to be able to furnish now, I think, after we get a statement from this witness, [359] in regard to the matter.

Q. Was your bank in 1900 charging any exchange on checks on outside banks that were deposited with you? A. Yes; some, yes.

Q. What amount usually?

A. On the coast points here it was usually five cents a hundred and an additional five cents perhaps for the fractional part of a hundred.

Q. And did you always make the charge?

A. Not when the checks didn't cost us anything, we did not charge the depositors. We only charged where we were charged.

(Testimony of O. A. Archibald.)

Mr. McCOURT.—I will state the purpose of that question is, some checks that were apparently drawn by Mr. Kribs, when deposited in this Mealey account, are twenty or forty or fifty cents off the amount, and this exchange matter will account for that.

A. As a rule, the original slip there would show if there was any exchange charged on a check, so you can check that from that.

Q. The deposit slip?

A. Yes, sir, the deposit slip.

Q. It also shows if the depositor took some money in cash at the time or some other check?

A. Yes, as a rule. I always make the tag that way. Some tellers have a different method of it. Some put it down just as short as possible.

Mr. McCOURT.—I offer in evidence these transcripts of the account, with the original.

Marked "Government's Exhibits 69, 70, 71, 72 and 73."

A. Mr. McCourt, there is a portion of that are the [360] original leaves from the ledgers. You better modify your offer there so we can obtain possession of those later on.

Mr. McCOURT.—All right. I will do that.

Mr. LIND.—Mr. McCourt, does that sheet belong—that bunch? A. No.

Mr. McCOURT.—This transcript of bills receivable showing notes given to the bank. For money they had to borrow.

Mr. LIND.—There is no objection to these except

(Testimony of O. A. Archibald.)

their bulk. We only object to them as irrelevant and immaterial.

COURT.—They may be admitted then subject to that objection.

Mr. McCOURT.—I note that in the accounts of J. A. Thompson and O. J. Mealey and William R. Mealey part of the exhibits which I am offering are the original sheets from the bank ledgers. I ask the privilege later on to substitute copies for those originals.

Cross-examination.

(Questions by Mr. LIND.)

Taking the account of J. A. Thompson, I observe that there appears to his credit an item of \$940 on September 20, 1900, on the ledger account.

A. Yes, sir.

Q. Is that the same as the certificate of deposit or is that another, or is that an open account deposited?

A. That is an open account, I think. That is the credit with which the account was opened, wasn't it? [361]

Q. Yes. Oh, December 20th.

A. December 20th. That is the credit with which the account was opened.

Q. Then there are various deposits apparently, and also checks drawn against this account?

A. Yes, sir.

Q. Until there is a balance struck on July 11, 1901, when he appears to have checked out and closed the account.

(Testimony of O. A. Archibald.)

A. Checked out? Yes.

Q. That is a correct view of it?

A. I think so. All accounts are sometimes closed for awhile and then they reopen again later on.

Q. Then an account appears to have been opened again on October 29—the same year probably. Is that the same year?

A. This is where the account opened?

Q. Yes. A. October 25, 1901, you say?

Q. October 25. A. 1901?

Q. Yes.

A. Opened with a deposit of \$200. There are no checks drawn against that until October 29; that is, the first check was cashed on that day.

Q. Then there is an account continued from October 25, 1901? A. Yes, sir.

Q. Until what time?

A. Let's see. Well, he checked the last check that closed the account again May 13, 1903. [362]

Q. 1903?

A. Let me see. Hold on. Yes. Yes, 1903, I think. Here the checks continue over here, you see, and the \$50 check seems to close that account out.

Q. What date was it closed?

A. May 13. That is, at that time.

Q. May 13, 1903?

A. Yes. Then it was opened again. You see, we went into a different system of ledger on June 30, 1903, and he didn't open an account under that new system until July 6, at which time he deposited \$79.90.

(Testimony of O. A. Archibald.)

Q. Then the account continues from July, 1903, until what date?

A. This original brings it down, well, you have the account here of 1907, at which time it was balanced. Mr. Thompson had made an overdraft of \$105.08. He covered it on August 20. I think he has had an account since then, of course, but he didn't have that. It was not called for.

Q. A new account. I wanted to make these dates plain to laymen. During this period between November, between 1900 and 1904 and '05, was Thompson a borrower at your bank?

A. Yes, sir, sometimes. There is a list of them there.

COURT.—Speak a little louder.

A. Yes, there is a list of the amounts in which he was either a borrower or endorser.

Q. Referring to "Government's Exhibit 73," I will ask you whether this indicates that the Mealeys and Thompson were borrowers of your bank at the time and dates stated in that exhibit?

A. It does. [363]

Q. When amounts were borrowed by either or any of them, as indicated, were those amounts covered in to their credit account on the ledger?

A. I think usually they took credit for them. They had the privilege of taking the cash or a credit. As a rule, I think they credited them to their account—perhaps not always.

Q. Do you recall making those loans personally to any of them?

(Testimony of O. A. Archibald.)

A. I think Mr. Langdon, the President of the bank at that time, made the loans to them.

Q. Do you recall negotiating any of those loans to them or having any conversation with any of them as to the object for which that money was borrowed?

A. What is the last date on that page?

Q. The last date on this?

A. That is the date of the note.

Q. October 28, 1904.

A. To whom was it?

Q. A loan to Eli Ramer and J. A. Thompson.

A. How much?

Q. \$300.

A. Possibly I negotiated that loan.

Q. Do you know what the loan was for—purported to be for?

Objected to as immaterial, and it would be a self-serving declaration.

Mr. LIND.—Not at all.

COURT.—I suppose they have a right to explain these exhibits.

Q. Which name is first there?

Q. I will place the exhibit in your hands, and now ask you. [364]

A. That was a loan to Mr. Ramer upon which Mr. Thompson was security.

Q. For Mr. Ramer?

A. Yes, that three hundred. And I think Mr. Ramer took the cash for it very likely. Yes.

Q. Now, have you any recollection of any of the other items?

A. Nothing only as the records show.

(Testimony of O. A. Archibald.)

Q. You had no conversation with either of the Mealeys or Thompson in respect to any other item than the one you have testified to?

A. Not that I remember of. I think Mr. Langdon negotiated most of those loans.

COURT.—Speak a little louder.

A. I think Mr. Langdon, the President of the bank negotiated the loans. Mr. Langdon negotiated the loans principally at that time.

Q. Do you recollect meeting the Mealey's and Thompson when they made the original deposits, when they first opened the account in your bank?

A. Yes. Yes, I think perhaps I received the deposits from them.

Q. Do you remember whether the Mealeys told you what those moneys were for?

A. No, sir. We didn't make a rule of asking customers.

Q. Well, I didn't ask you that. I simply wanted to find out.

A. No. They might have, but I have no recollection.

Q. Have you any recollection with regard to Thompson, whether he made any statement as to how the money was derived? [365] A. No, sir.

Q. Do you have any recollection in what form the deposit came, whether it was a check or a draft?

A. Usually a check.

(Testimony of O. A. Archibald.)

COURT.—Would the deposit slip show?

A. It shows a great many of them.

COURT.—Get the deposit slip then, and look at that.

A. Some of them, the first one. Do you wish the first one?

Q. The first one.

A. No, I couldn't say as to that.

Q. In Mr. Thompson's case?

A. I didn't make that entry.

Q. Who made that entry?

A. Mr. Irvin, second assistant.

Q. Nothing to indicate? A. That first one.

Q. Nothing to indicate whether it is cash or check?

A. No. This one I know what that is. That is an outside check, because we charged an exchange on it. There was thirty cents deducted.

Q. Now, referring to ledger account of William R. Mealey, the first item of deposit which appears to have been October 3, 1900, of \$840.17, that is the proceeds—that is his certificate of deposit?

A. Yes, sir.

Q. Which he previously held? A. Yes, sir.

Q. And that is true in regard to O. J. Mealey also?

A. Yes, sir. Is there a deduction at the bottom on that tag? Something, for at that time we were

(Testimony of O. A. Archibald.)

using revenue stamps, and I think you will find one of them the certificate was for fifty cents more. He took fifty cents worth of revenue stamps—we had to [366] use revenue stamps on checks and deeds and all such things, as that, and the bank dispensed those.

Mr. UELAND.—What is meant by “C. D.”?

A. C. D., certificate of deposit. It is a short abbreviation for certificate of deposit.

Redirect Examination.

Q. These transcripts showing the names in the second column, what do those names indicate?

A. Well, when a man drew a check, draws a check, and numbers it, we simply put the number down, and where the number was not distinct, or something of that kind, we wrote the name in.

COURT.—What name?

A. The name of the payee of the check. Now, we find some of them, Mr. Thompson’s, the names are all in, I think, because he didn’t number his checks.

Mr. LIND.—What was the last statement? I could not hear that.

A. I say Mr. Thompson’s account, you will find the names of the payees of the check, the first payee, the name is inserted there. It is written on the ledger. But where a man numbered his checks, we kept his checks by number.

Q. Now, Mr. Archibald, when you go home, will you refer to your books there, your remittance books,

(Testimony of O. A. Archibald.)

upon Ladd & Bush, if you have them back as far as 1900, and run them down to, say, October, 1902, and send us a transcript or statement of the outside checks that made up the accounts of Mr. Thompson, O. J. Mealey and William R. Mealey?

A. I will try to, but I am pretty positive that there is no remittance books to go back of this first to Portland remittance book. [367]

Q. What was the reason for that? Explain that.

A. Well, I think it was in August, two years ago, the roof or the upper story of our bank building burned off entirely. And we have a double vault, and the upper vault is not steel-lined; it is brick and cement; and things that were stored in there drew dampness and were badly molded—papers that were stored back. We were crowded for vault room, and there were a great many of those books that were outside.

Mr. LIND.—You do not propose to charge that to the defendants?

Mr. McCOURT.—No, I wanted to explain the reason we might not be able to make that as definite as possible.

Q. Some of the records were destroyed—burned up?

A. Yes, sir. They were burned afterward. They were not burned there, but they were soaked with water.

Witness excused. [368]

[Proceedings Had May 4, 1910, 9:30 A. M.]

Portland, Oregon, May 4, 1910, 9:30 A. M.

Mr. McCOURT.—I wish to put in the record the statement of the bank account showing deposits and amounts of checks, the bank account mentioned being the account of Fred A. Kribs in the First National Bank of Roseburg, Oregon; also showing the drafts which made up the account, their dates and other material matters which are explained by the statement itself.

Mr. LIND.—There are also some references to Puter's bank account.

Mr. McCOURT.—I believe that is so. Also extracts from the account of J. H. Booth, Receiver, and showing the deposits and checks of S. A. D. Puter in the same bank, and J. H. Booth as Receiver, in the same bank. This may be considered in both cases because it covers in both cases.

Marked "Government's Exhibit 74." [369]

Mr. McCOURT.—Now, if the Court please, I will put in some documentary evidence. I will offer in evidence certified copy of deed of Sydney H. Scanland to Kribs for the lands involved in his entry, dated the 9th day of October, 1900.

Marked "Government's Exhibit 34."

Mr. McCOURT.—I also offer in evidence certified copy of deed of John J. Gilliland and wife to F. A. Kribs, covering the lands embraced in his entry, dated the 11th day of October, 1900.

Mr. UELAND.—Is he here?

Mr. McCOURT.—No, he is not.

Mr. UELAND.—Has he been in attendance at this term of court?

Mr. McCOURT.—I don't know where he is.

Marked "Government's Exhibit 35."

Mr. McCOURT.—I offer deed of Alexander Gould and wife covering the land embraced in his entry, dated the 11th day of October, 1900.

Marked "Government's Exhibit 36."

Mr. McCOURT.—I offer deed of Louis Maynard and wife to F. A. Kribs, covering the land embraced in his entry, dated the 11th day of October, 1900.

Marked "Government's Exhibit 37."

Mr. UELAND.—Is Maynard here in court?

Mr. McCOURT.—I don't know.

Mr. LIND.—Is he a witness in behalf of the Government?

Mr. McCOURT.—I understand he is in attendance.

I offer deed of James W. Rozell to F. A. Kribs covering the land embraced in his entry, dated the 9th day of October, 1900.

Marked "Government's Exhibit 38." [370]

Mr. LIND.—Is Rozell in attendance here in court as a witness?

Mr. McCOURT.—I understand so; at least he has been subpoenaed.

I offer deed of Joseph O. Mickalson and wife to Frederick A. Kribs, covering the lands embraced in

his entry dated the 28th day of August, 1900.

Marked "Government's Exhibit 39."

Mr. LIND.—Is he a witness in behalf of the Government?

Mr. McCOURT.—He has been subpoenaed.

Mr. LIND.—Is he in attendance?

Mr. McCOURT.—I think he is.

I offer deed of Richard C. Watkins and wife to F. A. Kribs, covering the lands embraced in the Watkins entry, dated the 18th day of October, 1900.

Marked "Government's Exhibit 40."

Mr. LIND.—Is he present in court under subpoena as a witness for the Government?

Mr. McCOURT.—I think so.

I also offer a mortgage of Mr. Mickalson purporting to secure a note for \$600 and covering the lands embraced in that Mickalson entry.

Marked "Government's Exhibit 41"?

Mr. McCOURT.—I offer in evidence deed of Charles Wiley to Frederick A. Kribs, covering the land involved in Mr. Wiley's entry, bearing date August 27th, 1900.

Marked "Government's Exhibit 42."

Mr. LIND.—Is Mr. Wiley in court in attendance as a Government witness?

Mr. McCOURT.—I think he is here.

We offer in evidence the deed of Frederick A. Kribs and wife to Charles A. Smith covering a three-quarter interest in all the lands embraced in this suit,

dated the [371] 24th day of October, 1904, in the State of Minnesota, county of Hennepin.

Marked "Government's Exhibit 43."

Mr. McCOURT.—I offer in evidence deed of Frederick A. Kribs and wife to Charles J. Swenson for one-quarter undivided interest in all the lands in controversy. Deed executed the 28th day of December, 1904, in Multnomah County, Oregon.

Marked "Government's Exhibit 44."

Mr. McCOURT.—I offer certified copy of a deed of Charles J. Swenson and wife to the Linn and Lane Timber Company bearing date the 28th day of May, 1907, and bearing file date September 9, 1908.

Marked "Government's Exhibit 45."

Mr. McCOURT.—I offer certified copy of deed of C. A. Smith and wife to the Linn and Lane Timber Company purporting to be dated the 4th day of June, 1906, bearing file date September 9, 1908.

Marked "Government's Exhibit 46."

Mr. McCOURT.—Now, in connection with these deeds, if the Court please, I would like to have it understood that the testimony of Mr. Glavis, Mr. Cowgill, Mr. Curl and Mr. Froman in case No. 3320, may be incorporated into the records in this case as the testimony in it.

Mr. LIND.—Subject to the same objections that are made in the other case.

Mr. McCOURT.—It is understood and agreed that for the purpose of perfecting the record, all reports,

instructions and decisions of the General Land Office, or of the Department of the Interior relating to the entries involved in this suit, and which have been offered in evidence in case of the United States vs. Nils O. Werner et al., No. 3320, may be considered as offered and admitted as evidence [372] in this case subject to the objections made to them in the other case.

In accordance with which agreement of counsel, the following is taken from the record of the case of United States vs. Nils O. Werner et al., Circuit Court No. 3320, and made a part of this record.

Letter of the Commissioner of the General Land Office bearing date November 26, 1900, directing the investigation of these claims in controversy in this suit—directing E. D. Stratford to make the examination, marked “Government’s Exhibit 47.”

[**Government's Exhibit No. 47.**]

"In reply please refer to 1900-27963, 34263, 47747, 64733.

'P'

W. D. H.

G. R. O.

DEPARTMENT OF THE INTERIOR,

GENERAL LAND OFFICE,

Washington, D. C., November 26, 1900.

Address only the

Commissioner of the General Land Office.

Mr. E. D. Stratford,

Special Agent G. L. O.,

Roseburg, Oregon.

Sir:

On February 24, 1900, your predecessor, Special Agent S. S. Mathers, reported that he had been informed by Mr. C. E. Moulton, of the Land Department of the Northern Pacific Railway Co., that large bodies of valuable land were being entered in Tp. 14 S., Rs. 2 and 3 E., in the Roseburg, Oregon, land district, at the instance of one Horace G. McKinley, of Wisconsin, who was acting in the interest of Stephen Puter of Portland, Oregon. He furnished a list of names of forty-one persons who had published notice of intention to purchase lands in said townships under the Timber and Stone Act. Subsequently criminal proceedings [373] were begun against McKinley on charges growing out of this matter. Many of those who had advertised to make final proof failed to appear at the date set, probably being deterred by the proceedings against McKinley.

The following entries were made, however, all in Tp. 14 S., R. 3 E.:

No. 8168, Stephen D. Puter,	NW $\frac{1}{4}$ Sec. 20,
“ 8169, Ira A. Pilkington,	SE $\frac{1}{4}$ “ 26
“ 8170, Jno. L. Green,	NW $\frac{1}{4}$ “ 35,
“ 8171, Thos. Wilson,	NW $\frac{1}{4}$ “ 28,
“ 8172, Charles Barr,	SW $\frac{1}{4}$ “ 35,
“ 8173, Charles Burley,	SE $\frac{1}{4}$ “ 35,
“ 8174, Neal D. Dozier,	SW $\frac{1}{4}$ “ 34,
“ 8175, Basil H. Wagner,	SW $\frac{1}{4}$ “ 28,
“ 8176, Harry Saltmarth,	NW $\frac{1}{4}$ “ 24,
“ 8178, Edward Finley,	NE $\frac{1}{4}$ “ 35,
“ 8179, John J. Jaggy,	SE $\frac{1}{4}$ “ 24,
“ 8180, Jay S. Phillips,	NE $\frac{1}{4}$ “ 34,
“ 8181, Zebulon Smith,	NW $\frac{1}{4}$ “ 34,
“ 8182, Douglas Atkinson,	SW $\frac{1}{4}$ “ 24,
“ 8183, Sadie E. Puter,	NE $\frac{1}{4}$ “ 20,
“ 8184, Josephine Jacobs,	SE $\frac{1}{4}$ “ 22,
“ 8186, Elaine S. Jacobs,	NW $\frac{1}{4}$ “ 22,
“ 8231, Isaac R. Brum,	SW $\frac{1}{4}$ “ 14,
“ 8232, Benj. F. Kirk,	NE $\frac{1}{4}$ “ 14,
“ 8233, Geo. L. Thompson,	NW $\frac{1}{4}$ “ 14,
No. 8234, Peter Buffington,	SE $\frac{1}{4}$ “ 14, and
“ 8243, Elaine Miller,	NE $\frac{1}{4}$ “ 31; also
“ 8177, Harry C. Barr,	SE $\frac{1}{4}$ Sec. 14, T. 14 S., R. 2 E.

You are directed to make a thorough and searching investigation of these entries, with the view of ascertaining, in particular, exactly what connection

McKinley and Puter had with them. You will search the county records for evidences of transfer and will use every means that may [374] suggest itself to secure evidence of the fraudulent character of these entries. You will consult with the District Attorney and secure such information as he may be able to give concerning the matter. Report the facts found in each case on form 4-480.

Very respectfully,

BINGER HERMANN,

O. G.

Commissioner.”

Mr. McCOURT.—I now offer in evidence the report or letter of E. D. Stratford, Special Agent of the General Land Office bearing date December 24th, 1900.

Mr. LIND.—There are certain pencil data here. They are not offered.

Mr. McCOURT.—No, we don't offer that—they seem to be made in the Land Office.

Mr. LIND.—Then you offer the entries described in the letter only so far as they are involved in the suit.

Mr. McCOURT.—Yes, at this time.

Marked “Government's Exhibit 48.”

[**Government's Exhibit No. 48.**]

“DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C.

Roseburg, Oregon, December 24, 1900.

Address only the

Commissioner of the General Land Office.

Hon. Commissioner General Land Office,
Washington, D. C.

Sir:—By your letter ‘P’ No. 1900-27963, 34263, 47747, 64733, Dated November 26th, 1900, you directed me to investigate and report on 23 timber land entries supposed to have been made at the instance of one Horace G. McKinley, acting [375] in the interest of Stephen Puter of Portland, Oregon. I now have the honor to recommend that the following named entries be held up and that patent do not issue for either of them until I have had an opportunity to make an investigation of the circumstances connected with their entry as the same parties are interested in them and they are each surrounded with the same suspicious circumstances as are those mentioned in your letter above referred to.

No. 8235, John Harrison,	NW. NW. Sec. 29	Trp. 14 S. R. 4 E.
	Lot 1 N. $\frac{1}{2}$ NW. 30	
“ 8236, Jennie Moulton,	E. $\frac{1}{2}$ W. $\frac{1}{2}$ “	32
“ 8238, James B. Cooley,	Lot 3 N. $\frac{1}{2}$ SE. $\frac{1}{4}$	31
	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	32
“ 8239, Jacob Stilwell,	Lot 1 N. $\frac{1}{2}$ NE. $\frac{1}{4}$	31
	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	29
“ 8240, Luella Beeman.	Lot 4 S. $\frac{1}{2}$ SE. $\frac{1}{4}$	31
	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	29
“ 8241, Henry B. Blakely.	Lot 3 N. $\frac{1}{2}$ SE. $\frac{1}{4}$	30
	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	29
“ 8242, Hugh Blakely,	Lot 4 S. $\frac{1}{2}$ SE. $\frac{1}{4}$	30.

No. 8244, Frank M. Burford,	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 32, and			
	Lot 2 & S. $\frac{1}{2}$ NE. $\frac{1}{4}$ Sec. 31 Tp. 14 S. R. 4 E.			
“ 8416, Fred Wodtli,	SE. $\frac{1}{4}$	26	“ “	2
“ 8419, O. J. Mealey,	SW. $\frac{1}{4}$	“ “	“ “	“
“ 8422, John A. Thompson,	NE. $\frac{1}{4}$	“ “	“ “	“
“ 8440, Andrew Wiley,	SE. $\frac{1}{4}$	18	“ “	3
“ 8441, Oliver Erickson,	Lots 1, 2 & 3, SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	12		2
“ 8442, Wm. W. Billings,	W. $\frac{1}{2}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 18 and			
	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 17, Tp. 14 S. R. 3 W.			
“ 8443, Charles Wiley,	W. $\frac{1}{2}$ NW. $\frac{1}{4}$ W. $\frac{1}{2}$ SW. $\frac{1}{4}$	12	“	“
“ 8444, Samuel D. Pickens,	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ S. $\frac{1}{2}$ SW. $\frac{1}{4}$.			
	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 11		“	“
“ 8445, Thomas Parker,	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ E. $\frac{1}{2}$ NE. $\frac{1}{4}$			
	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 11		“	“
[376]				
“ 8446, Joseph O. Mickalson,	W. $\frac{1}{2}$ NW. $\frac{1}{4}$		“	
	W. $\frac{1}{2}$ SW. $\frac{1}{4}$ Sec. 10		“	“
“ 8447, Joseph H. Stingrandt,	E. $\frac{1}{2}$ E. $\frac{1}{2}$		“ “	“ “
“ 8448, Geo. W. Pickins,	E. $\frac{1}{2}$ E. $\frac{1}{2}$	12	“	“
“ 8508, Alexander, Gould,	E. $\frac{1}{2}$ NW. $\frac{1}{4}$ SW. — NW. $\frac{1}{4}$.			
	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$. Sec. 24. Tp. 14 S. R. 4 W.			
No. 8509, Sydney H. Scanland,	W. $\frac{1}{2}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$. Sec. 28.			
	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 27, Tp. 14 R. 4 E.			
“ 8511, John J. Gilliland,	NW. $\frac{1}{4}$	28	“ “	“
“ 8512, Louis Maynard,	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$. W. $\frac{1}{2}$ SW. $\frac{1}{4}$.			
	NW. $\frac{1}{2}$ SE. $\frac{1}{4}$. Sec. 22 Tp. 14.		“	
“ 8510, Richard F. Malone,	NW. $\frac{1}{4}$		“ “ “ “	“
“ 8513, Cornelius N. Tuttle,	S. $\frac{1}{2}$ SE. $\frac{1}{4}$. Lots 3 & 4,	18	“	“
“ 8516, William J. Lawrence,	E. $\frac{1}{2}$ SW. $\frac{1}{4}$. S. $\frac{1}{2}$ SE. $\frac{1}{4}$	20	“	“
“ 8517, James W. Rozell,	N. $\frac{1}{2}$ SE. $\frac{1}{4}$ N. $\frac{1}{2}$ SW. $\frac{1}{4}$		Sec. 28	14 4
“ 8522, Richard C. Watkins,	W. $\frac{1}{2}$ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$.			
	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 22		“	“

Very respectfully,

E. D. STRATFORD,

Special Agent G. L. O.”

ENDORSED:

21/586

11465

6

U. S. GENERAL LAND OFFICE,

Received Jan. 2, 1901.

DEPT. OF THE INTERIOR

Received

Apr.

28

932

1902

377

L. & R. Div. [377]

Special Agent,

E. D. Stratford,

Roseburg, Oregon.

Date Dec. 24th, 1900.

Subject:

Recommending that certain timber land entries herein named be suspended pending investigation.

Ack. Jany. 2, 1901.

Jany. 16/01 To Stratford, stating entries. Action suspended on entries &c. G. R. D.

Reference is had to letter "P" No. 1900, 34263, 27963, 47747, 64733, of Nov. 26th, 1900.

P—

3

OGDEN.

Mr. McCOURT.—I now offer in evidence the report of E. D. Stratford, Special Agent of the General Land Office to the Commissioner of the General Land Office, dated March 9, 1901.

Mr. LIND.—No objection.

Marked "Government's Exhibit 49."

[**Government's Exhibit No. 49.**]

“Roseburg, Oregon, March 9, 1901.

Hon. Commissioner,

General Land Office,

Washington, D. C.

Sir:—

I have the honor to submit the following report in obedience to instructions contained in your letter ‘P,’ 1900–27963, 34263, 47747, 64733, dated November 26th, 1900, directing me to investigate and report upon the following named timber land entries, in the Roseburg, Oregon, land district, viz:

No. 8168, Stephen D. Puter,	NW. ¼	Sec. 20,	Tp. 14 S.,	R. 3 E.
“ 8169, Ira A. Pilkington,	SE. ¼	“ 26	“ “	“
“ 8170, Jno. L. Green,	NW. ¼	“ 35	“ “	“

[**378**]

“ 8171, Thos. Wilson,	NW. ¼	“ 28	“ “	“
“ 8172, Charles Barr,	SW. ¼	“ 35	“ “	“
“ 8173, Charles Burley	SE. ¼	“ 35	“ “	“
“ 8174, Neal D. Dozier,	SW. ¼	“ 34	“ “	“
“ 8175, Basil H. Wagner,	SW. ¼	“ 28	“ “	“
“ 8176, Harry Saltmarth,	NW. ¼	“ 24	“ “	“
No. 8178, Edward Finley,	NE. ¼	Sec. 35	Tp. 14 S.	R. 3 E.
“ 8179, John J. Jaggy,	SE. ¼	“ 24	“ “	“
“ 8180, Jay S. Phillips,	NE. ¼	“ 34	“ “	“
“ 8181, Zebulon Smith,	NW. ¼	“ 34	“ “	“
“ 8182, Douglas Atkinson,	SW. ¼	“ 24,	“ “	“
“ 8183, Sadie E. Puter,	NE. ¼	“ 20	“ “	“
“ 8184, Josephine Jacobs,	SE. ¼	“ 22	“ “	“
“ 8186, Elaine S. Jacobs,	NW. ¼	“ 22	“ “	“
“ 8231, Isaac R. Brum,	SW. ¼	“ 14	“ “	“
“ 8232, Benj. F. Kirk,	NE. ¼	“ 14	“ “	“

“ 8233, Geo. L. Thompson,	NW. ¼	“ 14	“ “	“
“ 8234, Peter Buffington,	SE. ¼	“ 14	“ “	“
“ 8243, Elaine Miller,	NE. ¼	“ 31	“ “	“
“ 8177, Harry C. Barr,	SE. ¼	“ 14	“ “	2

Acting on said instructions, I have made as thorough and searching investigation as was possible under the circumstances. I find that from the 19th day of January, 1900, to the 26th day of February, 1900, inclusive, there was filed in the Roseburg Land Office, 48, applications for timberlands under the act of June 3d, 1878, all of said lands being in Linn County, Oregon. On March 9th, 1900, one Thomas Cooper acting Land Agent of the Northern Pacific Railroad Company, filed an affidavit in said Roseburg Land Office, alleging that each of said filings was not made in good faith. That applicant does not intend to appropriate the land for his own exclusive use and benefit; that filing [379] is made for speculation; that there is an expressed or implied contract or agreement for the sale of the land; that applicant never examined any part of said land; and from personal examination does not know its condition.’ Wherefore the said Thomas Cooper asked for a hearing on his said protest and that said entries be cancelled. Included in the entries protested were those named in your letter above referred to and hereinbefore mentioned and in addition thereto were included the following to wit:

Miss Mattie McDaniel,	SE. 1/4, Sec. 20, Tp. 14 S., R. 3 E
Clarence Leswill,	NE. 1/4 " 24 " 14 2
C. Frank Starr,	NE. 1/4 " 28 " 14 3
W. J. Dinkard,	SE. 1/4 " 28 " 14 3
Claude D. Lee,	NW. 1/4 " 24 " 14 2
Charles F. Smith,	NE. 1/4 " 32 " 14 3
Charles Brockett,	NW. 1/4 " 32 " 14 3
Walker Boon,	SE. 1/4 " 32 " 14 3
Jennie F. Whitney,	SW. 1/4 " 32 " 14 3
Edmond L. Archambeau,	NE. 1/4 " 33 " 14 3
Anthony T. Thompson,	NW. 1/4 " 30 " 14 3
Enos Come,	SE. 1/4 " 30 " 14 3
E. C. Brandeberry,	SE. 1/4 " 33 " 14 3
C. I. Barr,	SW. 1/4 " 33 " 14 3
Charles Farrell,	NW. 1/4 " 33 " 14 3
Vicie A. Lunn,	NE. 1/4 " 22 " 14 3
H. George Meyer,	SW. 1/4 " 22 " 14 3
Carrie L. Mayer,	NE. 1/4 " 30 " 14 3
John Pilkington,	NE. 1/4, Sec. 26, Tp. 14 S., R. 3 E
Lee Minard,	SW. 1/4 " 26 " 14 3
James H. Doty,	NW. 1/4 " 26 " 14 3
Robert S. Henderson,	NE. 1/4 " 24 " 14 3
Benj. I. Snyder,	SE. 1/4 " 24 " 14 3

[380]

Those persons whose names appear in the last-
 above mentioned list, failed to appear on the day set
 for their proof and their entries were cancelled, and
 the land was afterwards entered by the Northern
 Pacific Railroad Company. I am unable to find any
 evidence which in any manner connects either
 Horace G. McKinley or Stephen Puter with these
 entries in any manner, except that they perhaps re-
 ceived from each of the entrymen a fee for locating
 them on the land, showing them the corners and
 estimating the timber. I find by the records of
 Linn County, Oregon, that each of the tracts men-
 tioned in your letter, and which I was instructed to

investigate, has been transferred by deed to one John A. Willd of Minn. the consideration mentioned in each deed being the sum of \$1.00. So far as I can learn the said John A. Willd has had no connection in any way with said land or any part thereof, until after it was proved up on. I think that the said McKinley and Puter received a commission on the transfer of the land from the entrymen to Willd. I have made diligent inquiry and have made my investigation as thorough and searching as *I* has been possible to make it under the circumstances. It will be *rembered* that almost a year had elapsed since this land was entered, when the matter was placed in my hands. I have used every possible means which has suggested itself to me, to get at the facts, and I have to report that I am unable to find any tangible or competent evidence of fraud in connection with these entries or any one of them. I have found the entrymen and their witnesses, when I have been able to find them, very loth to give me any information in regard to the entries. It will be *rembered* that these persons have been interviewed, investigated and cross-examined, [381] by Special Agents Mathers and Loomis, as well as by numerous agents and attorneys of the Northern Pacific Company. They have also been in the hands of the U. S. Attorney's office, and a number of them have been in court as witnesses in a criminal case against McKinley. They have been advised by their attorneys to keep their mouths shut and they follow this advise strictly. I have consulted frequently and fully with Hon. John

Hall, U. S. Attorney and his deputy Mr. E. Mays, as well as with Hon. F. P. Mays, attorney for the Northern Pacific Company, who had charge of the contests above mentioned, for the said Company, and all of them have informed me that they knew of no evidence of fraud connected with the entries in question, or either of them, sufficient to sustain a contest and that in their opinion a contest would entail needless expense. Mr. F. P. Mays the attorney for the Northern Pacific Company who conducted the proceedings on the part of the company which resulted in the cancellation of the 23 entries herein referred to, informed me that his company had used every possible effort to discover grounds for further contesting those entries which were not cancelled, being the ones referred to in your letter above mentioned, and that in his opinion every entry was cancelled which was fraudulent or at least which could be proved to have been fraudulent, and that he thought that the Company had "bluffed" off a number of the entrymen, who might have proved up on their land, had they not been scared out. While it may be claimed that the fact that all this land was conveyed shortly after it was entered, to one person, is evidence of fraud, yet the fact remains that each contest, if contests should be instituted, [382] would be conducted independently of all the others, and evidence of fraud in one case could not be used as evidence in another case. When it is considered that three Special Agents, including myself, the agents and attorneys of the Northern Pacific Company, who were anxious to have said entries cancelled, in order that the Company which

they represented might acquire the land, and the U. S. Attorney's office, have all had these entries under investigation at different times, and that in no instance has fraud sufficient to justify a contest been discovered, it would appear to be useless to contest the entries further.

I therefore recommend that said entries and each of them be sustained and that patents issue for the land.

Very respectfully,

E. D. STRATFORD,
Special Agent G. L. O."

ENDORSED:

21/588 11 41671

U. S. GENERAL LAND OFFICE.

RECEIVED MAR. 16, 1901.

REPORT OF

E. D. STRATFORD,
Special Agent G. L. O.

DEPARTMENT OF THE INTERIOR.

Received April 28, 1902.

L. & R. Div.

932 ROSEBURG, OREGON,
March 9, 1901.

In the case of Timber entries, Entry No. 8168 and others. [383]

L. O. Roseburg, Oregon.

Name, Stephen D. Puter and 22 others.

Tract ———.

Lands in Tp. 14 S. R. 3 E.

No. of Report ———.

Date of office letter directing the investigation

Nov. 26th, 1900.

Reference is had to letter "P," 1900-27963, 34263,
47747 & 64733.

Ack. March 16, 1901.

April 15, 1901, to Agt. Stratford for new reports.
G. R. O.

3 P OGDEN.

Mr. McCOURT.—I now offer in evidence report of Special Agent E. D. Stratford to the Commissioner of the General Land Office, bearing date March 9, 1901.

Marked "Government's Exhibit 50."

[Government's Exhibit No. 50.]

“DEPARTMENT OF THE INTERIOR.

General Land Office.

Washington, D. C.

Address only the
Commissioner of the
General Land Office.

Roseburg, Oregon, March 9, 1901.

Hon. Commissioner,
General Land Office,
Washington, D. C.

Sir:

I have the honor to submit the following report: By my letter of December 7th, 1900, I recommended that a list of 29 Timber land Entries, situated in the Roseburg, Oregon, Land District, be suspended un-

til I could make an [384] investigation of alleged frauds in connection therewith.

The entries were as follows:

No. 8235.	John Harrison	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ 29, Lot 1 N. $\frac{1}{2}$ NW. $\frac{1}{4}$ 30, Tp. 14 S. R. 4 E.
" 8236.	Jennie Moulton	N. $\frac{1}{2}$ W. $\frac{1}{2}$ Sec. 32, Tp. 14 S. R. 4 E.
" 8238.	James B. Cooley	Lot. 3 & N. $\frac{1}{2}$ SE. $\frac{1}{4}$ Sec. 31 Tp. 14 S. R. 4 E.
" 8239.	Jacob Stilwell	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 32, Lot. 1 & N. $\frac{1}{2}$ NE. $\frac{1}{4}$ Sec. 31, Tp. 14 S. R. 4 E.
" 8240.	Luella Beeman	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 29, Lot 4 S. $\frac{1}{2}$ SE. $\frac{1}{4}$ Sec. 31, Tp. 14 S. R. 4 E.
No. 8241.	Henry B. Blakely	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 29, Tp. 14 S. R. 4 E., Lot 3, N. $\frac{1}{2}$ SE. $\frac{1}{4}$ Sec. 30, Tp. 14 S. R. 4 E.
" 8242.	Hugh Blakely	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 29, Lot. 4, S. $\frac{1}{2}$ SE. $\frac{1}{4}$ Sec. 30, Tp. 14 S. R. 4 E.
" 8244.	Frank M. Burford	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 32, Lot 2, S. $\frac{1}{2}$ NE. $\frac{1}{4}$ Sec. 31, Tp. 14 S. R. 4 E.
" 8416.	Fred Wodtli	SE. $\frac{1}{4}$ Sec. 26, Tp. 14 S. R. 2 E.
" 8419.	O. J. Mealey	SW. $\frac{1}{4}$ Sec. 26, Tp. 14 S. R. 2 E.
" 8422.	John A. Thompson	NE. $\frac{1}{4}$ Sec. 26, Tp. 14 S. R. 2 E.
" 8440.	Andrew Wiley	SE. $\frac{1}{4}$ Sec. 18, Tp. 14 S. R. 3 E.
" 8441.	Olive Erickson	Lots 1, 2 & 3, SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 12, Tp. 14 S. R. 2 E.
" 8442.	Wm. W. Billings	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 17, W. $\frac{1}{2}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 18, Tp. 14 S. R. 3 E.
" 8443.	Charles Wiley	W. $\frac{1}{2}$ NW. $\frac{1}{4}$ W. $\frac{1}{2}$ SW. $\frac{1}{4}$, Sec. 12, Tp. 14 S. R. 3 E.
" 8444.	Samuel D. Pickens	SW. $\frac{1}{4}$, SE. $\frac{1}{4}$, S. $\frac{1}{2}$ SW. $\frac{1}{4}$, NW. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 11, Tp. 14, S. R. 3 E.
" 8445.	Thomas Parker	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ E. $\frac{1}{2}$ NE. $\frac{1}{4}$, NW. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 11, Tp. 14 S. R. 3 E.
" 8446.	Joseph O. Mickalson	W. $\frac{1}{2}$ NW. $\frac{1}{4}$, W. $\frac{1}{2}$ SW. $\frac{1}{4}$, Sec. 10, Tp. 14 S. R. 3 E.
" 8447.	Joseph H. Stingrandt	E. $\frac{1}{2}$ of E. $\frac{1}{2}$, Sec. 10, Tp. 14 S. R. 3 E.
" 8448.	Geo. W. Pickens,	E. $\frac{1}{2}$ of W. $\frac{1}{2}$, Sec. 10, Tp. 14 S. R. 3 E.
" 8508.	Alexander Gould	E. $\frac{1}{2}$, NW. $\frac{1}{4}$, SW. $\frac{1}{4}$, NW. $\frac{1}{4}$, SW. $\frac{1}{4}$, NE. $\frac{1}{4}$, Sec. 24, Tp. 14 S. R. 4 E.
[385]		
" 8509.	Sydney H. Scanland	NW. $\frac{1}{4}$, NW. $\frac{1}{4}$, Sec. 27, W. $\frac{1}{2}$ NE. $\frac{1}{4}$, NE. $\frac{1}{4}$, NE. $\frac{1}{4}$, Sec. 28, Tp. 24 S. R. 4 E.
" 8511.	John J. Gilliland	NW. $\frac{1}{4}$, Sec. 28, Tp. 14 S. R. 4 E.
" 8512.	Louis Maynard	N. $\frac{1}{2}$, SW. $\frac{1}{4}$, W. $\frac{1}{2}$, SW. $\frac{1}{4}$, NW. $\frac{1}{4}$, SE. $\frac{1}{4}$, Sec. 22, Tp. 14 S. R. 4 E.

No. 8510.	Richard F. Malone	NW. $\frac{1}{4}$, Sec. 22. Tp. 14 S. R. 4 E.
“ 8513.	Cornelius N. Tuttle	S. $\frac{1}{2}$, SE. $\frac{1}{4}$, Lots 3 & 4, Sec. 18, Tp. 14 S. R. 4 E.
“ 8516.	William J. Lawrence,	E. $\frac{1}{2}$, SW. $\frac{1}{4}$, S. $\frac{1}{2}$, SE. $\frac{1}{4}$, Sec. 20, Tp. 14 S. R. 4 E.
No. 8517	James W. Rozell.	N. $\frac{1}{2}$, SE. $\frac{1}{4}$, N. $\frac{1}{2}$, SW. $\frac{1}{4}$, Sec. 28, Tp. 14 S. R. 4 E.
“ 8522	Richard C. Watkins,	W. $\frac{1}{2}$, NE. $\frac{1}{4}$, SE. $\frac{1}{4}$, NE. $\frac{1}{4}$, NE. $\frac{1}{4}$, SE. $\frac{1}{4}$, Sec. 22, Tp. 14 S. R. 4 E.

The charges of fraud in connection with these entries, were made by certain newspapers published in the County in which the land is situated, and I believed them serious enough to justify the suspension of said entries until I could make at least a preliminary investigation. I have now to report that I have made sufficient investigation to convince me that said charges were made without any foundation or knowledge on the part of the parties making them, and that the intention of the parties who charged fraud was more for the purpose of bringing discredit on the administration of the Land Department than that the rights and interests of the Government should be protected.

As I have not been able to find any tangible evidence of fraud having been committed in connection with said entries or any one of them, I hereby recommend that said entries be relieved from suspension and that patents issue in each case in due course.

Very respectfully,

E. D. STRATFORD,
Special Agent.”

ENDORSED:

21/588

10

41670

United States Land Office,
Received Mar. 16, 1901.
Department of the Interior.
Received Apr. 28, 1902.

932

L. & R. R. Div.
Special Agent,
E. D. Stratford,
Roseburg, Oregon,
Date March 9th,
1901.

Subject:

Refers to 29 Timber Entries suspended by Special Agent's letter of Dec. 7, 1900, recommending that said entries *by* relieved of suspension, and that Patents issue.

April 15, 1901—To Agt. Stratford for new reports, G. R. O.

Reference is had to letter recommending suspension of December 7th, 1900.

Ack. Mch. 16, 1901.

P—

3

OGDEN.

[387]

Mr. McCOURT.—I now offer in evidence copy of instructions to Special Agent E. D. Stratford by the Commissioner of the General Land Office bearing date April 15, 1901, the same being in answer to the two reports of March 9, 1901.

Mr. LIND.—No objection.

Marked "Government's Exhibit 51."

[Government's Exhibit No. 51.]

"In reply please refer
to 1901-41670.

WDH.
G. F. P.

'P'

G. R. O.

DEPARTMENT OF THE INTERIOR.
GENERAL LAND OFFICE.

Washington, D. C., April 15, 1901.

Address only the Commissioner
of the General Land Office.

E. D. Stratford,

Special Agent G. L. O.,
Roseburg, Oregon.

Sir:

I have a report from you dated March 9, 1901, relative to the 23 timber and stone entries in Tp. 14 S., R. 3 E., in the Roseburg, Oregon, land district, which you were directed to investigate by office letter of November 26, 1900. Also your report of the same date relative to 29 other timber and stone entries in Tp. 14 S., R's 2, 3, and 4 E. which were referred to you for investigation on January 16, 1901.

These investigations were ordered upon charges made by representatives of the Northern Pacific Railway Company, who stated that they had reason to believe that all of said entries were being made for speculative purposes under the supervision and management of one Stephen D. Puter, of Portland, Oregon, and Horace G. McKinley of Brownsville, Oregon. [388]

You state in these reports that you are unable to find any evidence which connects either McKinley or

Puter with the transaction, except that they perhaps received a fee from each of the entrymen for locating them on the land, showing them the corners and estimating the timber; that each of the tracts embraced in the entries was conveyed to one John A. Willd of Minnesota, soon after final proof was made, but that you were unable to learn that he had any connection with any of the land until he purchased the tracts, and that after making diligent inquiry and as thorough and searching investigation as possible under the circumstances, you are unable to find any tangible or competent evidence of fraud in connection with any of said entries. You say also that you have found the entrymen and their witnesses very loath to give you any information on the subject, and that you had consulted with the United States Attorney and his assistant, and with the attorney for the Northern Pacific Railway Company who had charge of contests brought by said company against some of the entries, and they were all of the opinion that no evidence of fraud in said entries could be secured sufficient to sustain a contest. In view of all the circumstances, you recommend that patents issue on the entries.

Before Special Agent Mathers turned over his work in Oregon to you he had made a partial investigation of these cases, and he reported having interviewed several parties with reference to the matter, among whom were Rufus Brum, Jennings F. Whitney and William J. Drinkard. These men filed applications to enter tracts in T. 14 S. R. 3 E., under the Timber and Stone Act, at the time [389]

when the applications were filed on which the entries in question are based, but they did not appear to make final proof at the time advertised.

They stated to Mr. Mathers before the date set for final proof that McKinley had induced them to make the applications, promising to pay all expenses, and after entry was made, either to buy the land himself or to find a purchaser for it, so that the entrymen would make \$40.00 or \$50.00 apiece, and perhaps more, from the transaction. Shortly after these conversations McKinley was arrested at the instance of Mr. Mathers for fraud in connection with this matter, and it seems that this fact deterred these parties and a number of others from completing their entries. The entries that were made, however, in said township, were apparently all made under the same circumstances as were contemplated in these three cases. That is, the parties were induced by McKinley or Puter to make the entries, with the understanding, in each case, that the land should be sold as soon as title had been obtained thereto. In other words, the entries were made purely for speculative purposes, and not in good faith to appropriate the land to the entryman's own exclusive use and benefit.

Under the circumstances this office is not willing to pass these entries to patent until it has more conclusive evidence than has yet been shown as to the impossibility of proving their fraudulent character. Your report merely makes the general statement that you have 'made diligent inquiry, etc., and had found the entrymen and their witnesses very loath to give

any information on the subject.' It does not show of whom [390] you made inquiries, nor what information was given you with relation to the matter, nor is it stated what reasons were alleged by the entrymen and their witnesses for not making a statement to you. Their refusal to do so is itself a strong indication of fraud.

You are directed to make a thorough re-investigation of this matter, and to make detailed reports showing just what efforts you have made to ascertain the facts, and exactly what information you have been able to secure.

You will call upon each of the entrymen for an affidavit, showing all the circumstances connected with his entry, at whose suggestion the entry was made, who furnished the money to pay for the same and on what conditions, what understanding he had with the party furnishing the money or with other parties, as to the use he should make of the land or the timber after he had perfected title, when he examined the land, and what means he used to identify it, etc.

You will also report the exact date when the land was sold in each case, the consideration for the transfer, the name of the transferee and the character of the instrument conveying the land. If the entrymen mortgaged the land you should state the facts concerning the mortgage shown by the county records.

In connection with these matters your attention is called to the cases of *U. S. vs. Bailey et al.* (17 L. D., 468), and *U. S. vs. Searles et al.* (19 L. D., 258),

which show the construction placed by the Department upon the provisions of the Timber and Stone Act requiring that entries of this kind shall be made only for the exclusive use and benefit of the entrymen. [391]

In making investigations of alleged frauds in connection with the entry of public lands, you will bear in mind that, as an agent of this office, you have a right to call upon entrymen for a full statement of the circumstances connected with their entries. In interviewing these parties you will inform them of this fact, and that their refusal to reply to your questions will be considered an indication that the entries were not made in good faith.

Very respectfully,

BINGER HERMANN,
Commissioner."

Mr. McCOURT.—I now offer in evidence for the purpose of perfecting the record of these entries, a letter of E. D. Stratford, Special Agent of the General Land Office, to the Honorable Commissioner, dated December 28, 1901.

Mr. LIND.—No objection.

Marked "Government's Exhibit 52."

[**Government's Exhibit No. 52.**]

“DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

Roseburg, Oregon, December 28th, 1901.

Honorable Commissioner,

General Land Office,

Washington, D. C.

Sir:—

If the interests of the service will permit, I would be very greatly pleased if a transfer could be arranged which will assign me to some district east of the Rocky Mountains, for a time at least. [392]

My reasons for this request are as follows:

I now have under investigation at least 100 Timber and Stone entries, which are alleged to be fraudulent, and others are being continually added to the list. I have gathered quite a large amount of testimony which being in writing could be used by any one succeeding me equally as well as by me. A great many of these cases are practically ready to report to your office. About 75 of these cases relate to land which has been sold to Mr. Frederick A. Kribs a wealthy timber land speculator, or parties whom he represents, and many of them no doubt should be recommended for cancellation. Mr. Kribs has employed to look after his interest in these cases, Mr. A. M. Crawford, an attorney residing at Roseburg, a personal friend and next-door neighbor for a number of years, Hon. F. P. Mays, State Senator, of Portland, Oregon, and now I am in receipt

of a letter from Judge A. H. Tanner, of the firm of Mitchell & Tanner, attorneys at Portland, the Senior member of the firm being Hon. John Mitchell, U. S. Senator, from Oregon, stating that his firm is also employed by Mr. Kribs and inquiring in regard to the status of the cases. Many of these entrymen are personal friends and neighbors of mine. While the above named Attorneys are gentlemen of high standing, who would not attempt to exercise any improper influence in the cases, yet I think that it can be *redily* seen that my request is a reasonable one, under the circumstances, and that it should not reflect against my official standing or integrity. If I should remain in charge of these cases, I shall certainly try to do my duty, without fear or favor, but I earnestly hope that an exchange can be arranged which will bring to this field a man of ability and experience, who is entirely [393] free from the influences I have mentioned. I am of the opinion that the work in my hands is in such a condition that it can be taken up by any other experienced man with but little delay and without injury to the service. The importance of these cases will be understood when it is remembered that the party or parties, now holding deeds to these lands from the original entrymen, have invested at least \$100,000 in the land, and are prepared to spend a large amount to defend their titles. I would prefer, if it can be arranged to go to Oklahoma, Colorado, or New Mexico, as my boys are in school in Kansas, and I would be glad to be so located, that I could visit them and my

wife who is with them, without consuming all of a 30 days' leave, in one trip, but if this cannot be arranged, I would prefer to go anywhere, under the circumstances.

Very respectfully,
E. D. STRATFORD,
Special Agent G. L. O."

ENDORSED:

23/395.

U. S. GENERAL LAND OFFICE,
RECEIVED JAN. 6, 1902.

3321.

E. D. STRATFORD,
Special Agent, G. L. O.

Roseburg, Oregon.

Date Dec. 28, 1901.

SUBJECT.

Asking for a transfer to some other district for reasons herein stated.

Ansd. February 10, 1902, G. R. O.

Ack. Jany. 6, 1902.

Reference is had to File 3.

P—

OGDEN.

[394]

Mr. McCOURT.—I offer letter of the Commissioner to E. D. Stratford, Special Agent, dated February 10, 1902.

Mr. LIND.—No objection.

Marked "Government's Exhibit 53."

[**Government's Exhibit No. 53.**]

“ ‘P’

W. D. H.

G. R. O.

DEPARTMENT OF THE INTERIOR.
GENERAL LAND OFFICE.

Washington, D. C., February 10, 1902.

Address only the Commissioner of the General Land
Office.

Mr. E. D. Stratford,
Special Agent, G. L. O.
Roseburg, Oregon.

Sir:

I have your letter of December 28, 1901, in which you ask to be assigned to duty in some district east of the Rocky Mountains. You say that you have investigated a large number of Timber and Stone entries in Oregon. A number of these have been sold to Frederick A. Kribs, a wealthy land speculator, or to persons whom he represents, and many of them should be recommended for cancellation. Mr. Kribs has employed a number of prominent attorneys to look after his interests in these entries and the cases are of great importance, more than \$100,000 being involved in the lands entered.

You say also ‘Many of the entrymen are personal friends and neighbors of mine; while the above named attorneys are gentlemen of high standing, who would not attempt to exercise any improper influence in the cases, yet I think that it can be readily seen that any [395] request is a reasonable one under the circumstances, and that it should not reflect against

my official standing or integrity. If I should remain in charge of these cases I shall certainly try to do my duty without fear or favor, but I earnestly hope that an exchange can be arranged which will bring to this field a man of ability and experience, who is entirely free from these influences I have mentioned,' etc.

You are instructed to complete the reports on all of the cases referred to which you have examined.

When your reports are received here the advisability of assigning you to duty in another district will be considered.

Very respectfully,

W. A. RICHARDS,
Assistant Commissioner."

Mr. McCOURT.—If the Court please, our records show that on March 28, 1902, the Secretary of the Interior, directed the General Land Office to transmit reports of Special Agents on the filings in controversy in this case, together with the other entries that are referred to through the entire correspondence. We haven't that direction, but we wish you would admit that there was such a direction. We will follow it up with the other matter that you request.

Mr. LIND.—My understanding is that there was an investigation by Special Agent Green, and we would be glad to have that produced. We called for it some weeks ago.

Mr. McCOURT.—We haven't found that, but I had access to the letter press copy of that report of

Mr. Green on last evening. It escaped my mind that you had called for it. [396]

Mr. LIND.—Have you the letter press copy?

Mr. McCOURT.—No, I did not request to keep the copy, but I will be pleased to put it in. I will see that you get it within the next couple days.

Mr. LIND.—Where is it?

Mr. McCOURT.—Mr. Green has it, but he will be back shortly.

Mr. LIND.—Is he still in the service?

Mr. McCOURT.—No, he has not been in the service for three or four years, but he has his own letter press copies.

It will be admitted, I presume, that that direction was given?

Mr. LIND.—Oh, yes.

Mr. McCOURT.—I now offer in evidence a letter of the Secretary of the Interior, bearing date May 17, 1902, to the Commissioner of the General Land Office, who is directed to relieve the entries from suspension.

Mr. LIND.—The entries involved in this case?

Mr. McCOURT.—Yes, with others.

Marked "Government's Exhibit 54."

[**Government's Exhibit No. 54.**]

"932-1902.

E. J. H.

L. and R. R. Div.

E. J. H.

DEPARTMENT OF THE INTERIOR.

Washington, May 17, 1902.

The Commissioner of the

General Land Office.

Sir:

Your communication of April , 1902, in reply to departmental inquiry of March 28, 1902, enclosing to you the report of Special Inspector A. R. Greene, relative to a large number of supposed fraudulent entries of timber lands in the Roseburg and Oregon City land districts, [397] Oregon, has been considered in connection with the report thereon of Special Agent E. D. Stratford, which you enclose.

March 10, 1902, Mr. Green reported upon 53 entries, under the timber and stone act, in the Roseburg district, and 14 entries under the same act and 10 commuted homestead entries in the Oregon City district, all of which were made about two years ago, and of which 22 of those in the Roseburg district were sold to Frederick A. Kribs, and 31 to John A. Willd within a few days after final proof was made.

It appears that four of said entries in the Roseburg district have been patented, and of the remaining 49 all but one are included in the reports of Special Agent Stratford, and also reported upon some entries not included in Mr. Greene's report.

Mr. Green's report is general in its terms, not giving the sources of his information, nor does he submit any affidavits or evidence obtained as to said entries. He states that John A. Willd, representing a lumber company of Minnesota, had the lands cruised by one H. G. McKinley, who subsequently induced parties to locate thereon, representing to them that a mill company stood ready to take the lands off their hands when final proof had been made; that McKinley appeared in a number of cases as a witness; that a large number of said tracts were

mortgaged to Kreibs on the day of the submission of final proof, or immediately thereafter, and others were deeded to him; that 28 tracts were deeded to Willd within 5 days after proof; and that in the case of the 10 commuted [398] homestead entries in the Oregon City district, the lands were all mortgaged prior to the making of final proof. This, however, your office letter states is not correct, but that said mortgages bear date after the submission of final proof, and before the date of the final certificates, the latter not having been given at the time said proof was submitted.

Attached to Mr. Greene's report are sheets containing transcripts from the records of the land offices at Roseburg and Oregon City and the office of the county recorder of Linn county, Oregon, showing the dates of the final certificates; also the dates of the mortgages and sales of the different tracts, the names of mortgagees and purchasers, and the recited consideration therefor.

He also reported, at considerable length, upon the lax and careless methods with reference to timber and stone entries, employed in the local offices in the matter of examination of witnesses, etc.

Under direction of your office, Special Agent Stratford, December 9, 1901, reported upon a list of 48 timber entries made in January and February, 1900, in the Roseburg office, from which it appears that at the time these applications to purchase were being made the Northern Pacific Railroad Company, through its agents, was examining the same body of land with a view to selecting it under some

lieu land law, and on March 9, 1900, *bu* its agent, filed in the local land office a notice of contest against said applications, alleging that the same were not made in good faith for the exclusive use and benefit of the applicants, but for the purpose of speculation; [399] that prior to entry they had made expressed or implied agreements for the sale of the lands; that the applicants had not made personal examination of the lands to ascertain their condition, and a hearing was asked in order that said allegations might be proven.

April 18, 1901, said company filed dismissal as to 24 of said cases, and at the same time filed a relinquishment by the timber applicants for the remaining 24 entries. Thereupon the company entered the tracts for which it had filed relinquishments, and the applicants made entry of the other 24 tracts.

It also appears that while these contests were pending McKinley was arrested on a charge of subornation of perjury, in connection with said entries, at the instigation of the Northern Pacific Company, but upon said hearing before an United States Commissioner, he was discharged.

With reference to the 24 entries that were perfected by the applicants, Stratford reported that each of the entrymen, at the date of submission of proof, borrowed of Kreibs the sum of \$600, with which to pay for the land and the expenses incident to entry, giving a mortgage on the land entered; that a portion of these mortgages bore the same date as the entries, and others were dated directly thereafter; and that within a very few days thereafter the entrymen sold

the lands to Willd for a nominal consideration, subject to the mortgages.

Attached to Stratford's report are two or three affidavits, procured by him from entrymen, in which [400] said parties testify that they had no agreement with any one prior to making final proof with reference to a sale of the lands, but that the same were taken in good faith for the use and benefit of the entrymen; also the affidavits of McKinley and Kreibs were submitted, denying any connection with the parties or said lands prior to the taking of said mortgages and deeds.

As to this list of entries, Mr. Stratford, after detailing at length the difficulties encountered in procuring evidence of fraud in such cases, and referring to the fact that the contests begun by the Northern Pacific Company against said entries were dismissed because the company and Special Agent Mathers were unable to secure any evidence of fraud, says: 'I am frank to say that I have some reason to believe that every one of these entries were and are fraudulent, but I am just as frank to say that I don't believe I can prove it.' He therefore recommended that the investigation of said entries be closed and the lands passed to patent.

December 28, 1901, said Stratford reported upon 21 cases of timber entries, made at the Roseburg office, which had been submitted to him for investigation. He states therein that at the time the entries were made the parties were living in the county where the lands were located; that in many of the cases Kreibs, at the time of the submission of proof, loaned the

entrymen the money to pay for the land, and took mortgages therefor; and that the [401] tracts were sold to him shortly thereafter, except in the case of Fred Wodtli, in which case proof was made August 16, 1900, and the sale September 24, 1900.

The only affidavits submitted, as to this list, were those of Richard F. Malone, one of said entrymen, and Frederick A. Kreibs, the purchaser of said lands. Malone states that he was located by one Thompson, for which he paid \$50; that he had no agreement, either express or implied, with any one prior to making final proof, to sell the land, or the timber thereon, after he had made final proof; that one Mealey, acting for Kreibs, furnished him \$700, to pay for the land and expenses of making proof, etc., for which he gave a mortgage after he had submitted his proof; that he was in debt for some town property and concluded to sell the land, and subsequently sold it, through Mealey to Kreibs for \$850, receiving \$150 in cash above the amount of mortgage.

Kreibs states in his affidavit, made before Special Agent Stratford, March 20, 1902, with reference to this list of lands, that some of these parties spoke to him with reference to loans; that as he did not know much about the lands he referred them to Mealey; that in learning from Mealey that the lands were good security for the money wanted, he made short-time loans thereon; that subsequently, on application of the parties to sell him the lands, he made prices on the different tracts, averaging about [402] \$5 per acre, and made purchases thereof; that Mealey was not his agent, and he paid him nothing for his

services; that his impression was, that Mealey made a lower price to the parties than he offered and retained the difference as compensation for his services; that the first knowledge he had of these lands was about the time the parties were to submit their proof, and that he had no agreement or understanding express or implied, with any of said parties, or any one representing them, before they made final proof, as to purchasing the same after proof.

Mr. Stratford, however, reports that 'in no case except that of Fred Wodtli does the entryman offer any reasonable cause for the sale so soon after proof, and in no other case is there offered any reason for the entry, except for pure speculation'; and he considers that the foregoing makes a good *prima facie* case of fraud in connection with each of said entries, except that of Wodtli, under the construction placed by the Department upon the provisions of the timber and stone act as laid down in the cases of *United States v. Bailey et al.* (17 L. D., 468) and *United States v. Searles et al.* (19 L. D., 258), to which his attention had been called by your office letter of April 15, 1901. He therefore recommends that said entries, except that of Wodtli, be held for cancellation, but says: 'I desire to say further that I have no hope that at a contest, if one should be ordered, in these cases I would be able to procure any additional testimony than that herewith offered.'

February 28, 1902, Stratford reported upon another list of 17 entries, made in the Roseburg land district, [403] which were referred to him by your office letter of November 2, 1901. In each of

these cases, as appears from his report, the land was conveyed to Kreibs shortly after final proof was made; the entrymen were generally residents of the county in which the lands are located; they were persons of moderate financial circumstances, and of reputation for truth and veracity in the neighborhood in which they lived; that they had no well-defined idea of what use they would make of the lands after entry, but as the same were being rapidly taken up by the Northern Pacific Company and individuals who came in from distant states, they concluded to make entry; that they knew the lands were worth more than they would have to pay the Government therefor; and that scores of persons stood ready to purchase said lands at any time they might wish to sell, and to that extent they entered the lands as an investment and for speculation.

He also reports that in none of these cases was he able to find any evidence connecting Kreibs with the entry or entrymen prior to the submission of final proof, and he recommends that said entries be relieved from suspension and the lands go to patent. The affidavits of Arthur L. Thornton, one of said entrymen, and Kreibs were submitted.

Your office letter of April, 1902, submitting said reports of Special Agent Stratford, with accompanying testimony and papers, enters into a very full consideration and statement of the situation, as developed by the special examination had, as to all of these entries reported upon, together with the difficulties attending the establishment of fraud in this class of cases; and [404] it is stated therein that as to these entries,—

if proceedings are begun looking to their cancellation, on charges that they were made for speculative purposes and in the interest of others than the entrymen, the Government can show that when the filings were made Kreibs and Willds were known to be ready to purchase timber lands in the locality where these entries were made; that the parties were located upon the lands by H. G. McKinley, who was paid by them for his services; that Stephen A. D. Puter secured options on some of the tracts when final proof was made, and in these cases the sales were made through him to Willds; that some of the entrymen borrowed the money with which to make final proof from Kreibs, and that soon after the final proofs were made the lands were all conveyed to Willds or to Kreibs.

It is also said in your letter that while these things raise a suspicion as to the bad faith of the entrymen, they do not furnish such positive evidence of fraud as will justify the cancellation of the entries under the decision of the Court in the case of *United States v. Budd* (144 U. S. 185), the facts being very similar.

The Department has made a careful examination of the matter of these entries, as set forth in your office letter, together with the reports of Special Inspector Greene and Special Agent Stratford, and the sworn statements of entrymen and others, on file in connection therewith, and is unable to discover any appreciable difference as to the situation in the three different lists reported on specially by Mr. Stratford, though he recommends that in two of said lists the

entries be relieved from suspension and the lands passed to patent, while in the other list of 21 entries, reported on by him December 28, 1901, he recommends that all except one be held for cancellation. No evidence is submitted as to said list or referred to as obtainable, of any agreement made by the entrymen before the submission of final proof, with reference to the sale of said lands. [405] In fact, the two affidavits, as to said entries, on file, state positively that no such agreement or understanding was had with anybody, and Mr. Stratford says that he does not expect to be able to furnish any additional testimony. His recommendation as to this list seems to be based upon the showing that the parties sold the lands very soon after entry and give no 'reasonable cause for the sale so soon,' and do not offer 'any reason for the entry, except for pure speculation,' which he considers makes a good *prima facie* case of fraud, under departmental rulings in the cases of *United States v. Bailey*, and *United States v. Searles*, *supra*.

An examination of those cases, however, shows that the evidence of fraud was much stronger in each than in case of the entries under consideration herein. In the *Searles* case the entrymen were employed and paid for making the entries for one Montgomery. The testimony was to the effect that they never examined the lands, did not procure the final proof witnesses, or furnish the money to pay the Government for the land, and the expenses incident thereto, but that upon the submission of final proof they executed the deeds in accordance with the agreements entered

into before making the applications to purchase, and received the amount promised therefor. In the Bailey case, one Lohr located the parties, and, as an inducement to have them make the entries, he, at the time of locating them, promised to buy the lands when proof had been submitted and to pay \$50 more to each than any one else would pay. As to the case of one McBride, who made entry July 6, 1883, Lohr testified that he had no understanding with McBride [406] in the month of June, 1883, relative to the purchase of the land covered by his entry, other than he had with all parties whom he located; that he agreed to buy any claim located by him after the entryman had obtained title, if the latter wanted to sell, and would pay more than any one else; that he could do this because it would save an examination of the claim, and he agreed, usually, to give \$50 more than any one else, which promise was made 'as an inducement for the parties to take my (his) word and knowledge, as being good as to the quality and quantity of timber.' It also appeared in that case that Lohr had an agreement with Bailey, in the spring of 1883, by which Bailey was to furnish the money to buy timber lands and Lohr was to attend to the buying and selling, the profits to be divided between them, which agreement was carried out. Neither Bailey nor any of the entrymen were produced as witnesses in the case.

The facts on which the decisions in these two cases were based seem to distinguish them from the entries under consideration. In the latter, Willds, who purchased some of the tracts after proof was submitted,

and Kreibs, who furnished the money to the parties to pay for the land at the time of submission of proof, taking mortgages thereon, and subsequently purchased some of the tracts, are not shown, either directly or indirectly, to have had any connection with the lands or entrymen prior to the submission of proof. There is no evidence of offers to purchase the lands as an inducement to make entry. McKinley merely said to some of them that, after entry, if they desired to sell, he would try and find a purchaser. In the Bailey case, *supra*, Lohr's promise to buy and pay \$50 each more than any one else [407] would pay, was an inducement for persons to make entries purely for speculation. It was held in that case (syllabus) that—

Timber land entries made for a speculative purpose, and through a collusive arrangement by which the entrymen are induced to make said entries with a view to selling the lands embraced therein to the other party to such agreement, are in violation of the statute and must be canceled.

It is evident, from the reports of Special Agent Stratford, which appear to have been made upon thorough investigation, and examination of many of the entrymen, and from the evidence submitted by him, that a hearing in the cases under consideration would not disclose sufficient evidence of fraud to warrant the cancellation of the entries. Certainly, under the showing, no stronger case could be made respecting these entries than was made in the case of *United States v. Budd, supra*, wherein the court held that there was no violation shown of the timber and stone

act of June 3, 1878, and probably not so strong.

You are therefore directed to relieve said entries from suspension, that the lands covered thereby may, in the absence of any further and good reason to the contrary go to patent.

Regarding the entries in the Oregon City district, referred to in Mr. Greene's report, your letter states that all lands embraced therein have already been patented, except in the case of two of the commuted homestead entries. These entries were not reported on by Mr. Stratford, but there is no showing made in the report of Mr. Greene, as to the 14 timber entries and 10 commuted homestead entries in that district, that would seem to warrant the pursuance of a different course in relation to them from that directed herein with [408] reference to the foregoing timber and stone entries in the Roseburg district. In the case of these homestead entries it appears, from *you* letter, that final certificates were not issued until several days after the proofs were made, and that the lands were mortgaged by the entrymen after the submission of final proof, but before the certificates were issued. Under departmental decision in the case of Eberhard Querbach (10 L. D., 142), this would not defeat the right to patent. You are therefore also directed to relieve these entries in the Oregon City district from suspension.

As to the lands in the ceded Siletz Indian Reservation, which have recently been surveyed and are reported by Mr. Greene to be chiefly valuable for timber, it appears that the area is not large, and many settlers are already on said lands, some of whom have

made entries since survey. The Department concurs in your recommendation that said lands should remain as at present, to be disposed of under the town-site and homestead laws, as provided by section 15 of the act of August 15, 1894 (28 Stat., 326). Under this act, as modified by the act of May 17, 1900 (31 Stat., 179), and the act of January 26, 1901 (31 Stat. 740), the lands will not be as likely to fall into the hands of speculators as if disposed of under the timber and stone act.

The papers are herewith returned.

Very respectfully,

E. A. HITCHCOCK,

Secretary, [409]

Mr. McCOURT.—I offer in evidence the direction of W. D. Harlan, Chief of Division "P" of the General Land Office, to Chief of Division "C" of the same office, bearing date May 28, 1902, in which Division "P" notifies Division "C" that the entries involved in this case have been relieved from suspension under Departmental Instructions of May 19, 1902.

Mr. LIND.—Which is the direction of the Secretary of the Interior last introduced and referred to.

COURT.—I understand this correspondence shows that Stratford was directed to investigate these claims and made reports to the General Land Office and that the entries were subsequently called for by the Secretary and transmitted to the Secretary and then the Secretary of the Interior directed that the suspension be removed.

Mr. LIND.—And directed the issuance of patent.

Mr. McCOURT.—I don't know that he specifically

authorized patent, but it would follow.

Mr. LIND.—I call the attention of the Court, however, to the fact, that in the Secretary's direction—the last document offered but one—it is quite lengthy and the several reports are reviewed and reference is made to a report of Special Agent Green which is reviewed and commented upon, as well as the Stratford report, and it is the Green report that we are planning to secure later.

Mr. McCOURT.—We endeavored to get that from the General Land Office, I believe, also from the Secretary of the Interior, but somehow it was not forwarded. Last evening I saw a press copy and it really is an adverse report, but made in such a general way and without any specific direction, that I thought it would be immaterial to this investigation, forgetting for the moment that Governor Lind [410] had called for it, or I should have kept it. I will have it brought back within the next couple days.

Mr. LIND.—We would have obtained copies of some of these documents, or perhaps all of them ourselves, but for the fact of a rule in the Interior Department that any matters pending in Division "P"—that is, for investigation—are not subject to inspection by the public, and certified copies will not be issued upon request, except at the instance of the Attorney General or an order of the court. I will volunteer the statement, however, in connection with what the District Attorney has said, that the review of the contents of the Green report and the Secretary's decision is so complete that the whole matter can be before the Court whether we succeed in get-

ting the Green report or not. That is accurate, is it not?

Mr. McCOURT.—I think so, though I have not as carefully examined it as I might.

Instructions from Division "P" to Division "C" marked "Government's Exhibit 55."

[Government's Exhibit No. 55.]

"In reply please refer to 1902-85,089

P

G. R. O.

DEPARTMENT OF THE INTERIOR,

General Land Office,

Washington, D. C., May 28, 1902.

Address only the

Commissioner of the General Land Office.

Chief Division 'C,'

General Land Office.

Sir:

The following timber and stone cash entries in the Roseburg, Oregon, land district, which were referred to this Division for investigation by a special agent, have [411] been relieved from suspension under departmental instructions of May 19, 1902, and are returned to your Division herewith.

The entries referred to are Timber and Stone Cash Entries Nos. 8168, 8169, 8170, 8171, 8172, 8173, 8174, 8175, 8176, 8177, 8178, 8179, 8180, 8181, 8182, 8183, 8184, 8186, 8231, 8232, 8233, 8234, 8235, 8236, 8238, 8239, 8240, 8241, 8242, 8243, 8244, 8416, 8419, 8422, 8440, 8441, 8442, 8443, 8444, 8445, 8446, 8447, 8448, 8508, 8509, 8510, 8511, 8512, 8513, 8516, 8517, 8522, 8649, 8651, 8653, 8664, 8665, 8666, 8667, 8668, 8669,

The U. S. of America vs. C. A. Smith et al. 399
8670, 8685, 8688, 8689, 8690, 8691, 8692, 8700, 8701.

Very respectfully,

W. D. HARLAN,

Chief Div. 'P.' "

BHG

[412]

[Proceedings Had April 27, 1910, 2 P. M.]

Portland, Oregon, Wednesday, April 27, 1910,

2 P. M.

Mr. UELAND.—May it please the Court before adjourning when the District Attorney asked for the production of any contract between the defendants Smith and Kribs concerning the acquisition of lands affected by this suit, the statement was made by counsel for the defense that there was no written contract, and in the colloquy which ensued there was a divergence of statement on the part of counsel as to the date of the first written contract. In order that the record may not show any different statements on the part of the attorneys for the defendants, I now produce for the inspection of the District Attorney two original contracts between the defendants Smith and Kribs, the first dated, as I said this morning, December 21, 1901, and the other attached to it December 5, 1902; and in presenting this for his inspection I want to amend a statement I made this morning as to there not being any written contract covering the period then referred to, to this extent. I observe, which I was not aware of when I made that statement, that the contract of December 21, 1901, contains an adjustment of accounts between those two defendants as to lands previously acquired and thus might be said to be a written contract covering that period, although of a later

date. If that is in conflict with my statement, I must amend my statement.

Mr. McCOURT.—I offer the contracts themselves. They may be deemed read into the record and I will not offer them as exhibits. [413]

MEMORANDUM OF SETTLEMENT AND ACCOUNTING

Between C. A. Smith and Fred A. Kribs, made the
21st day of December, 1901.

Said Kribs having devoted much time and incurred considerable expense during the years 1900 and 1901 in locating and purchasing timber lands in California and Oregon for said Smith, the land so located or purchased aggregating about 94022 acres, the sum of \$26,107.37 is hereby agreed upon by said parties as the amount to be paid said Kribs for all such services rendered and all such expenses incurred by him prior to this date.

Said Kribs has received divers sums of money from time to time from said Smith, and stands charged this day on the books of C. A. Smith Lumber Co. for the sum of \$2601.87. For this sum he shall now receive full credit on account of the \$26,107.37 aforesaid. The remaining \$23,505.50 shall be paid and liquidated as follows. Said Kribs shall be paid as it may be demanded by him from time to time not to exceed \$20,000, with 4 per cent interest on the portion of said sum which shall remain unpaid after the date hereof.

The lands located and purchased, as aforesaid, include several thousand acres in Lynn County, Oregon, conveyed by divers parties to one John A. Willd, and several thousand acres in Oregon and

California located and claimed by Forest Reserve and other scrip for which patents have not yet been issued by the United States.

Said Kribs shall, without any additional compensation for his services or personal expenses, exert his best endeavors to perfect the title to all the lands located and purchased through him, and first herein referred to, as to which perfect title is not yet acquired, but all expense [414] thereby incurred, except for his services and personal expenses, shall be paid by said Smith.

When patents have issued by the United States to the lands last mentioned to such an extent that title to 80,000 acres of the 94,022 acres aforesaid is perfect, the remaining \$3505.50 of the compensation for said Kribs, above agreed upon, shall be paid from time to time when demanded by him as fast as patents are issued for the remaining lands the amount to be paid from time to time to be upon the basis of 25 cents per acre of the remaining lands so patented until said sum of \$3505.50 is fully paid.

It is further hereby agreed, that if timber lands in either of said states, other than the lands hereinbefore referred to, shall hereafter be acquired by said Smith through the efforts of said Kribs, the compensation for his services and personal expenses shall be at the rate of 50 cents per acre for all lands so acquired, unless otherwise expressly agreed upon between the parties. This includes about 520 acres in Sections 18 and 20, Township 30 North of Range 9 West, in Douglas County, Oregon, and three claims in Sections 20, 22 and 34, in Township 30 North of Range 10 West, in Coos County, Oregon, which have

lately been bargained for.

C. A. SMITH.

FRED A. KRIBS.

[415]

SUPPLEMENTARY AGREEMENT.

As a further and supplementary to the memorandum of settlement and accounting between C. A. Smith and Fred A. Kribs, made December 21st, 1901, it is hereby agreed and understood:

Referring to the last clause of said agreement, there has been paid to said Kribs by said Smith under said clause, in full for all services rendered thereunder, and also for any and all other services, both in securing lands and otherwise, since the date of said referred to agreement and up to the present time, the sum of five thousand, five hundred, fifty and 60/100 (\$5,550.60) Dollars.

It is hereby further agreed and understood that in and for the consideration so paid, said Kribs shall prosecute, at his own expense so far as his personal expenses are concerned, to perfect title, as far as possible, any and all lands so entered or secured since the date of said agreement until the present time, with the understanding, however, that said Smith shall pay any and all other necessary expenses for attorney fees that may be thought necessary by said Kribs.

It is also further understood and agreed that for any lands already entered, but not reported on and for any and all lands which may be entered or purchased during the next twelve months, said Kribs shall receive a compensation of thirty (30¢) cents per acre for all lands so secured and title perfected

by him, being intended to cover all services similar to the above.

This supplementary agreement is not intended to cover any other portion of said agreement of Dec. 21st, 1901, except the last clause thereof. [416]

In witness whereof we have hereunto set our hands this fifth day of December, 1902, at Minneapolis, Minn.

C. A. SMITH.
FRED A. KRIBS.

Witnesses:

J. F. BISHOP.

CHARLES TRABERT. [417]

Testimony of Ralph P. Cowgill taken in case No. 3320 and stipulated to be used in this case as if taken herein.

[**Testimony of Ralph P. Cowgill, for the Government.**]

RALPH P. COWGILL, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live? A. Medford, Oregon.

Q. What is your business?

A. Civil engineer.

Q. In what capacity were you employed during the year 1908?

A. I was a Special Agent of the General Land Office.

Q. How long were you employed in that capacity?

A. June 1st to about the 1st of December—some-

(Testimony of Ralph P. Cowgill.)

where along there.

Q. What had you been doing prior to that?

A. Engineering work.

Q. State whether or not you had occasion to go to Albany in Linn County, about the 10th day of September, 1908.

A. Yes, sir.

Q. What was the purpose of that visit there?

A. It was to examine some deeds in connection with C. A. Smith's suit.

Q. I hand you what purports to be a deed of Charles Smith and Johanna A. Smith to the Linn and Lane Timber Company, bearing date the 4th day of June, 1906, and ask you whether or not that was one of the deeds you examined there at that time?

A. I believe this is one of the deeds. I can identify it absolutely by some notes that I took at that time and turned in. [418]

Q. (Handing witness paper.) Are those the notes that you refer to?

A. Yes, sir. That is the deed. (After examining deed and notes.)

Q. For what purpose did you examine the deed?

A. Well, I examined it—

Q. What sort of an examination did you make?

A. I read it over carefully and I examined the signatures and made a special examination of the date when this was put on record and the date of when these instruments were made before the Notary Public—signed.

Q. There was a number of other deeds relating to the same case there at the same time?

(Testimony of Ralph P. Cowgill.)

A. Yes, sir. 7, 8 or 9, I think, altogether. 7 I have a record of.

Q. Now, what was the appearance of that deed there at that time as to its—as to how recently it had been executed?

A. The deed at that time—this particular deed, looked to be very recent to me; in fact, some of the typewriting when I put my fingers on it would rub over and smudge, and even the signatures showed to me that, in my estimation, it was very, very recent.

Q. Did you make comparison between that deed and other deeds there purporting to have been made about the same time?

A. Yes, sir. Here is the notes that I made at the time.

Mr. UELAND.—I would prefer that you testify without your notes, if you remember.

A. Well, of course, I prefer to refer to my notes, because they were made at the time. I can testify, however, without the notes.

Q. If you can testify without the notes, don't use them.

Q. (Read.)

A. Yes, sir. This— [419]

Q. How did it compare with the other deeds apparently bearing the same date?

Mr. UELAND.—I object to the comparison. I object to the question as incompetent—to make comparison with something that is not here upon which we cannot cross-examine the witness.

Q. Well, have you got the other deeds here that he did compare them with; for instance, the deed

(Testimony of Ralph P. Cowgill.)

purporting to have been made October 27, 1906, by John A. Willd and Ida Willd to Charles A. Smith, for one-eighth interest in the lands in Linn County?

Mr. UELAND.—Those are ancient documents that you refer to.

A. No, they are more recent than this (Smith deed); October 27, 1906, is somewhat younger than June 4, 1906.

Mr. UELAND.—Well, be that as it may, there can be no value in comparing the age of one document with the age of another document, the age of which is not known.

Mr. McCOURT.—Have you those other deeds?

Mr. LIND.—They don't pertain to this case.

Mr. McCOURT.—They refer to matters in controversy in this same series of cases. John A. Willd and Ida Willd to Charles A. Smith for the one-eighth interest to parcels of land in Linn County.

Mr. LIND.—I have not.

Mr. McCOURT.—B. F. Nelson and Mary Nelson to Charles A. Smith of one-fortieth interest in lands mentioned in these timber cases. Charles J. Swanson and Christine Swanson to the Linn and Lane Timber Company for a one-fourth interest in the lands in the other cases.

Mr. UELAND.—I have them. [420]

Mr. McCOURT.—That purports to have been made May 28, 1906.

Deed of Charles L. Trabert and Harriet A. Trabert to Charles A. Smith for a one-tenth interest in the lands in Linn County.

Mr. UELAND.—Here it is.

(Testimony of Ralph P. Cowgill.)

Mr. McCOURT.—Deed of J. E. Holmberg and Minnie Holmberg October 26, 1906, to an undivided one-fourth interest—I presume that deed was made to Smith.

Mr. UELAND.—You said from Holmberg to Smith—we have that.

Q. I hand you deed of the 26th day of October, purporting to be from J. E. Holmberg and Minnie Holmberg to Charles A. Smith; a deed bearing date May 28, 1907, Charles J. Swanson and Christine Swanson; and deed of Charles L. Trabert and Harriet A. Trabert, bearing date the 23d day of October, 1906, the lands in the Swanson deed being conveyed to the Linn and Lane Timber Company and in the Trabert deed to Charles A. Smith, and ask you if those were among the deeds you examined there that day in connection with that other deed?

A. This corresponds very much with the—the deed from J. E. and Minnie Holmberg corresponds with the one as far as I remember. There were several changes in it. As, for instance, “1905” and the “5” is scratched out and made “6.”

Mr. UELAND.—I object. That is not responsive to any question.

COURT.—Identify the deed. That is all you were asked to do—as to whether it is the one you examined at that time.

A. May I see the notes in question? I copied—took an abstract. (Examines notes.) This is not the deed that I examined. [421]

Q. That Holmberg deed?

A. It is the Holmberg deed, but I would like to

(Testimony of Ralph P. Cowgill.)

examine this number a little more to find the number that corresponds here. Here it is, I guess. It may be that I am wrong. Here is the right number—7933. This is—that is the deed.

Q. Is it one of them? A. Yes, sir.

Q. Look at the other two there and see if they were there at that time.

A. I think this is one also—and this one of Swanson's.

Q. Now, examine the Trabert deed.

Mr. UELAND.—I am mistaken in saying that I did not have the deed from Nelson. Here is that deed. I was misled by it having been recorded in another county at another date.

A. So far as I am able to tell, that is the same deed.

Q. That is one of the deeds that were there?

A. Yes, sir.

Mr. LIND.—Which one is that?

Mr. McCOURT.—That is the Trabert deed.

Q. I call your attention to deed of B. F. Nelson and Mary Nelson, bearing date the 10th of August, 1907, to Charles A. Smith, and ask if that is one of the deeds that were there, with which you made comparison?

A. This corresponds also, yes, sir.

Mr. UELAND.—Mr. District Attorney, does that cover all you inquired for?

Mr. McCOURT.—All but the Willd deed. There was a Willd deed filed there at that time. Not lands in this case, but lands in another case.

Mr. UELAND.—I have that too. I was misled by

(Testimony of Ralph P. Cowgill.)

the county and the date. Here it is.

Q. I ask you to examine a deed bearing date the 27th day of [422] October, 1906, purporting to be executed by J. A. Willd and Ida Willd, his wife, to Charles A. Smith, and ask you if that was among the deeds you examined there? A. Yes, sir.

Q. I also call your attention to deed purporting to be made the 15th day of August, 1907, by Nils O. Werner and Eva C. Werner, his wife, to the Linn and Lane Timber Company, and ask you if you examined that at the same time?

A. To the best of my knowledge it is.

Q. In your examination of those deeds at that time, did you call anyone to your assistance?

A. Yes, sir.

Q. For the purpose of determining their order in which they had been made? A. Yes, sir.

Q. Who?

A. The County Recorder and his assistant, the Deputy Recorder. I also—

Q. What was the Recorder's name—Frohman?

A. Crum— I could not tell you the name now unless I would hear it. It was a Miss—a Mrs. something; a woman there, but I don't remember her name right now. It has slipped by memory.

Q. Miss Francis?

A. Yes, Miss Francis, I believe.

Q. And the other party was the recorder himself?

A. The recorder himself.

Q. Who else did you call?

A. I called an abstracter at the same place.

(Testimony of Ralph P. Cowgill.)

Q. Mr. Curl?

A. Curl, that is the name. [423]

Mr. UELAND.—What is the name?

A. Curl.

Q. Now, then, I think I asked you as compared with these other deeds—I don't know but what he answered that once—as compared with those other deeds, what was the appearance of the deed of C. A. Smith to the Linn and Lane Timber Company?

Mr. LINN.—That is incompetent. No base is laid for expressing an expert opinion. He can describe the instrument.

COURT.—He can tell in what way they differed, if they did differ, what he saw in fact.

Q. How did they differ there? How did that deed differ from the others in appearance?

A. It was much newer. It was very fresh. The typewriting in the pages here would blur it a little bit when you touched *with* with your fingers, and the signatures when held to the light were very plain as if they had just been written. You could see the ink with this lustre, not like ink after it has been dried for any length of time.

COURT.—Speaking of the deeds to the Linn and Lane Timber Company now? A. Yes, sir.

Q. That is the deed you had in your hand just now?

A. Yes, sir. (Referring to Smith deed to L. & L. T. Co.)

Q. And what was—what do you have to say about that deed of Nils O. Werner to the Linn and Lane Timber Company? A. That likewise was—

Mr. UELAND.—Wait a minute. We object because no averment in the bill that that deed was not executed at the time it purports to be.

COURT.—He is offering this for the purpose of comparison only, I suppose. [424]

Mr. McCOURT.—My recollection was that there was a similar allegation in there, but I can't recall now.

Mr. UELAND.—You are mistaken about that.

Mr. McCOURT.—I think the bill charges both these were executed later. No, it is not charged in the bill that it was antedated, but I offer it with the others for comparison.

Deed Smith & wife to L. & L. Timber Co. marked "U. S. Exhibit 155."

Deed Holmberg and wife to Smith, marked "U. S. Exhibit 156."

Deed Swanson and wife to L. & L. T. Co. marked "U. S. Exhibit 157."

Deed Trabert and wife to Smith, marked "U. S. Exhibit 158."

Deed Nelson and wife, to Smith, marked "U. S. Exhibit 159."

Deed Willd and wife to Smith, marked "U. S. Exhibit 160."

Deed Werner and wife to *L. & T. Co.*, marked "U. S. Exhibit 161."

McCOURT.—I may want to identify further the Werner deed.

Cross-examination.

(Questions by Mr. UELAND.)

In the questions which I shall put to you now on

(Testimony of Ralph P. Cowgill.)

cross-examination, I am going to speak of the fading of the ink and the fading of writing, whether it is by pen and ink or by typewriter, in the sense of its losing its freshness, not in the sense of it becoming indistinct.

A. I understand that, all right.

Q. Do you claim to have expert knowledge upon the subject of the fading of ink or of writing?
[425]

A. I do not claim to be an expert, but I have had considerable experience in that line of work.

Q. You don't claim to have expert knowledge on that subject?

A. Not expert; I have considerable knowledge, though.

Q. Have you had occasion to give special study to any case of the fading of ink, except in this instance? A. Yes, sir.

Q. Please state the case.

A. Well, my first experience began at a business college way back in 1898 at Spokane, Washington, and I followed it up ever since, and in the use of the typewriter—I have used one for several years, and I have kept track of that in a way, to see—to learn.

Q. Well, that would be the same experience then, that any one connected with typewriting would have upon that subject, wouldn't it?

A. Well, to a certain extent, yes.

Q. My question is whether you have had occasion in the past to study any special case where the age of a document was in question.

A. Yes, sir, I have had several—in pursuance of

(Testimony of Ralph P. Cowgill.)

that I was in Washington some years ago, and I had a chance to go back and find the Declaration of Independence and just used that—

Q. That is, you studied the Declaration of Independence?

A. I just studied the writing just to see what effect it would have.

Q. You studied to see how old the ink would be upon the Declaration of Independence. Is that the idea?

A. Yes, just to see the effect—how it faded, the impression the ink left. [426]

Q. What was your conclusion in inspecting the ink on the Declaration of Independence as to how old it was?

A. Well, that is hardly a fair question, inasmuch as we know the age of it.

Q. Referring to the deed from C. A. Smith and wife to the Linn and Lane Timber Company of June 4, 1906, that you have identified, was it the whole instrument that seemed to you to be new and fresh, or was it only particular parts of it?

A. Which instrument was that, please?

Q. (Read.)

A. The signatures in particular seemed to be fresh and the typewriting was fresher than the other instruments with the exception of that of the Holmberg.

Q. Was there, in your judgment, any difference in the age of the typewriting and in the signatures?

A. That would be—there was in my judgment, there was a little difference, but I would not—but I

(Testimony of Ralph P. Cowgill.)

wouldn't attempt to give any definite time.

Q. You would not be—you don't feel that you could conscientiously state it as your opinion that as a matter of fact, there was a difference in the age of the typewriting and the age of the signature?

A. No, I wouldn't at this time without referring to my notes—could not say that there was very much difference in the two. This is two years since I examined that.

Q. In your judgment was there any difference in the age of the signatures of Mr. Smith and Mrs. Smith and in the signatures of the subscribing witness and the Notary?

A. I don't remember that now. It seems to me that there—I wouldn't say; I don't remember about those. It seems to me, just as I remember it, that the signatures of Smith [427] himself, and wife were newer, but I could not say. I would not swear to that until I looked at my notes.

Q. You have now examined that deed and certain other deeds which you examined at the same time at the Recorder's office, have you not?

A. Yes, sir.

Q. Do you think that you are able, at this time, in looking at these different deeds, to say which is the older without looking at the dates?

A. I think so, yes, sir.

Q. Well, we will try you on one and see. I show you document marked for identification Defendants' Exhibit "C" and ask you to look at it except—and ask you not to look at the first page where the date

(Testimony of Ralph P. Cowgill.)

is, and not to look at the date of the acknowledgments.

A. Well, it will be necessary for me to look at the signatures, too. They go with it.

Q. Yes, you may look at that. That is the second page, and there is the third page. Now, you may take Plaintiff's Exhibit 155, and make comparison and then state which you think is the older instrument.

A. On the face of it this shows to be the older instrument, but that ink—it might have been made at the same time.

Q. The fact is, you cannot tell which is.

A. You cannot tell right down to within a short period of time, of course.

Q. Within how short a period of time do you think you could tell?

A. Within six months or a year—something that way, with such a little lustre.

Q. Within six months or within a year?

A. That is a little bit newer. [428]

Q. You say that "Defendants' Exhibit 'C' for Identification" as shown you, is newer, or do you?

A. It looks to be a little newer there—probably is about the same time. The difference in the ink there would make some difference. There is a little difference in that ink. This is a newer piece of work than this.

Q. How much?

A. I would not say exactly how much. It might have been made within a month—probably some-

(Testimony of Ralph P. Cowgill.)

where near that time.

Q. However, for all you can tell "Defendants' Exhibit 'C' for Identification" might have been made within a month or two?

A. So far as that part, not the signatures—that typewriting would not change so very much in a short time.

Q. As to those signatures, how recent might those have been made, for all you can tell?

A. Well, for all I can tell, they might have been made—they was evidently made—I want to hold it up to the light so I can tell.

Q. Don't look at the dates.

A. I won't look at the dates. I will be honest with you in that.

Q. You might see the certificate on the other side.

A. No, I won't. That appears to me to have been made about the same time—I examined the other deed.

Q. Now, what is your best judgment on that subject, whether it is the same age or a different age?

Mr. McCOURT.—Let him compare the signatures.

Q. Yes, indeed.

A. If you will hide the dates I want to hold them up to the light.

Q. All right.

A. I can't see it. Well, these appear to me to have been [429] made about the same time, yes, sir.

Q. Now, you keep that. (U. S. Ex. 155.)

A. This is the same age you just had here.

(Testimony of Ralph P. Cowgill.)

Q. I now show you the second page of a document marked "Defendant's Exhibit 'D' for Identification," and ask you to state how old, in your opinion, that document is—typewriting and the signatures. There is the certificate again that I don't want you to examine.

Q. You are trying to get me into trouble.

Q. No, not at all.

A. Let me see that. Well, I can't tell any difference in that one. I can tell the difference in this one, but not the one you handed me previous.

Mr. LIND.—Which does he refer to by "this"?

Mr. UELAND.—My question will cover.

A. Let me have those two again, please. That ink shows a plainer signature—a more recent signature than this one.

Q. Is it your judgment that the signature on "Defendants' Exhibit 'D' for Identification" is more recent than it is on "Plaintiff's Exhibit 155"?

A. Yes, sir, but I would not swear it is very much, but it is some.

Q. How much would you say, in your opinion, it would be more recent? Give your best opinion.

A. Well, it might be a year. I should hate—I would not swear it would be, but it may be. It makes some difference where it has been kept. So many things enter into this writing proposition. It is very hard for even the best of us to tell.

Q. I show you two documents—one marked "Defendant's Exhibit 'E' for Identification" and the other marked "Defendant's Exhibit 'F' for Identification." I just hand you the [430] type-

(Testimony of Ralph P. Cowgill.)

writing part of those two documents. Can you tell which is the older or whether they are the same age?

A. I—it is hard to tell on these. It is different—different kind of ink. The black looks to be the older, but I can't tell. The change in them—they are not the same. The change—the black—you ought to have two of the same kind of ink to compare them. I could compare them better.

Q. But your judgment is that the black—the one in black typewriting—is older than the one in blue typewriting?

A. It looks that way from here. I hate to compare that way. It is pretty hard to do.

Q. Indeed, you can't tell the difference in age.

A. You can—you can tell. My testimony in this case covers the deeds in question, and I would like to have those to answer from, if it is fair. My knowledge comes from these. No one can say from looking at them—the paper and the ink—

Q. Well, typewriting is typewriting, whether in a deed or any other documents, isn't it?

A. Oh, certainly; certainly.

Q. Now, would you please state where the typewriting, in your judgment, is the older in these two documents—if you can state, and if you can't please say so.

A. Let me take it. My judgment is that is the older one.

Mr. McCOURT.—The black one?

A. Yes, sir.

Q. How much older, would you say?

(Testimony of Ralph P. Cowgill.)

A. I would not state how much older. It is on account of the difference in ink. It may not be any older so far as that goes, but it looks that way.

Q. Might not be any older?

A. Might not be. As a matter of fact, after I look at six [431] or eight or ten of those, a fellow—he is hardly capable of passing judgment on the age of it. You can get so many different shades and they all blend together.

Q. On the two documents that I just have shown you, I show you the signatures of John McCourt, the District Attorney. Which, in your judgment, is the older signature?

A. Turn it up to the light. I can't do anything without the light.

Q. Well, I don't want to show you the date.

A. Well, you have to take it so I can hold it to the light.

Q. Well, we will take it to the window.

A. Well, I have to have the light show through.

Q. I can't do that without showing the date underneath. That is the trouble.

A. I would not attempt—

Q. Can't you get the light this way?

A. You can't get the light so it will shine through the paper.

Q. Can't you get it this way?

A. No, I want it to shine through the paper. You can cut that out if you want to.

Q. No, the Court would not let me do that.

A. If I claimed to be an expert, it would be a different proposition. I might jump right at it

(Testimony of Ralph P. Cowgill.)

and tell you, but I am not pretending to be an expert.

Q. But you are no expert?

A. I just have some knowledge of it, as I testified.

Q. Well, please take and hold "Defendant's Exhibit 'E' for Identification" up to the light. Then, keeping the paper that way—that is, "Defendant's Exhibit 'E' for Identification."

A. Now hold the other up there.

Q. That is "Defendant's Exhibit 'F' for Identification." [432]

A. Let me see this other one. I believe the other is the older—the signature. It shows the older. It looks to me that way, holding it up here in the dark.

Mr. UELAND.—May it be stated that the instrument which the witness thinks is the older as to the signature is the amended bill, and the one which he thinks is the more recent is the original bill.

Mr. GEARIN.—How much time elapsed between the two?

Mr. UELAND.—About six months.

A. I only got one chance to get out of that. I told him the names showed the other way. That was my testimony.

Q. I show you the typewritten matter on "Defendant's Exhibit 'G' for Identification" without showing you the signature and the date at the foot of it. How old, in your judgment, is that typewriting?

A. I don't think that is over six months.

(Testimony of Ralph P. Cowgill.)

Q. Tell as near as you can how old.

A. Let me have it just a minute, please. I don't think it is over six months. I would not say under that. I would not make any estimate under six months as to the age of the thing.

Q. Is that as near as you can tell the age of it?

A. Yes, sir, that is as near as I can tell.

Q. Well, you notice, now you see the signature, it is dated the 21st day of April, 1910, don't you?

A. Well, that has been made—that is as near as anyone probably could tell—six months.

Mr. UELAND.—May the record show that this is the complainant's amendment to the bill filed the 21st of April, 1910.

A. A good thing I don't claim as an expert.

Mr. LIND.—He used the term "smudge."

Q. What do you mean by the term "smudge"? I think you used [433] that.

A. I term a smudge when I want to make a copy, or anything, I take a piece of paper and rub my pencil over it and I copy it.

Q. Will you say whether the typewriting on Plaintiff's Exhibit 155 won't smudge any at this time?

A. That one does not. That does not.

Q. Look carefully and see if it does not smudge.

A. No, sir, not the way it did the day I examined it there.

Q. That is not the question. Does it smudge now?

A. No. It may smudge a little, but not so plainly as when I examined it.

(Testimony of Ralph P. Cowgill.)

Q. So your answer is it smudges a little now, but does not smudge as much as it did?

A. I will not answer it smudges now at all. It did smudge when I examined it—

Q. Doesn't it depend a little upon—

A. —that is not smudging there. That is nothing but dirt off his fingers. That is dirt. That is not smudging.

Q. Isn't that smudging? Is that dirt?

A. That seems to be a smudge there, but your finger is damp, isn't it? A little moist? That is a smudge there, I would call it.

Q. Without spending much time on it, you notice, do you not, that the typewriting of Plaintiff's Exhibit 155 does smudge some, even now?

A. It does with continued rubbing, but you simply didn't have to touch it when I examined it before; just barely touch your fingers to it.

Q. You can tell, can you not, from the appearance of typewriting on Exhibit 155, that it must have been letter-press [434] copy?

A. What was that again? Read that over again.

Q. (Read.)

A. I could not tell whether—I am not up on any letter-press copying; have not done any of it.

Q. Do you mean to say that you cannot even tell whether carbon copies have been taken from typewriting after you inspect it?

A. What is that again?

Q. (Read.) I mean, press copy.

A. Well, this looks to me like original. I could not say. It might have been one copy. It might

(Testimony of Ralph P. Cowgill.)

not; not more than one—looks like the original.

Q. But can you tell or can you not tell whether a press copy has been taken from the typewriter of Plaintiff's Exhibit 155?

A. From this there might have been several taken under that.

Mr. McCOURT.—You understand he means copied in a book with water? Pressed in a letter press?

A. I have not used any, so I would not say. I have not used any at all.

Q. So you cannot tell that? A. No.

Mr. LIND.—You have never used a letter-press copy?

A. No, sir, not of the typewriter. I am not a bookkeeper nor a clerk.

Mr. LIND.—Did you ever operate a copying press— A. No, sir.

Q. For copying typewriting? A. Never.

Redirect Examination.

Q. You say, Mr. Cowgill, you can't tell by looking at the writing, within six months of the age, at any time, of the [435] writing—the typewriting?

A. Will you read that again, please?

Q. (Read.)

A. Did I testify to that? I testified that I couldn't tell in that case, didn't I?

Q. I understood you to say that you were not able to tell at any time within six months of the age of a document by merely inspecting it.

A. I didn't intend to testify that. Maybe I did. If it is there I would like to change that, because

(Testimony of Ralph P. Cowgill.)

there is times when you can, you know.

Q. There are times? A. Yes, sir.

Q. When are they?

A. For instance, in that last instrument where I examined there, where it was only made recently. It showed that—the signature showed recently, but he had two kinds of ink up before me. One ink confused me. Which is the older—I told him the name on the other was the older. I was right in that case, but the confusion of inks put me off.

Q. I invite your attention to Government's Exhibit 155, and ask you to compare the signatures of Charles A. Smith and Johanna A. Smith and state whether or not they were signed at the same time, in your opinion.

Mr. LIND.—That is objected to. The witness has not shown himself to be competent.

Mr. McCOURT.—I withdraw the question. I don't think it is important. A. It was.

Q. You think it was.

Mr. UELAND.—I move to strike that out.

COURT.—I don't think that is competent. [436]

Mr. McCOURT.—I withdrew the question before he answered it.

COURT.—You can strike that out.

Mr. McCOURT.—Did you put those exhibits in evidence?

Mr. UELAND.—I have no objection to my offers going in evidence, if you wish. I have identified them. You can offer them as your evidence. I don't care to offer any evidence just at this time.

(Testimony of Ralph P. Cowgill.)

You are at liberty to have them.

Mr. McCOURT.—You can keep them and offer them when you get ready.

WITNESS.—There is one thing I wish you would insert in there. That is, my answer to those names on those two papers.

Q. What names?

A. Those last two that I identified the signatures, you know, but not the typewriting, identified right, but when he told her to put the answer down, that was left out of it.

Q. It is not important.

A. I am not testifying as an expert.

Mr. UELAND.—May the records show that “Defendant’s Exhibit ‘G’ for Identification” is—

Mr. McCOURT—Shows amendment of date the 21st day of April, 1910.

Mr. UELAND.—Rather, it is the copy we received with the District Attorney’s signature and made at that time.

Mr. McCOURT.—Yes, made at that date.

Witness excused. [437]

Testimony of Louis R. Glavis, taken in Case No. 3320, and stipulated to be used in this case as if taken herein.

[Testimony of Louis R. Glavis, for the Government.]

LOUIS R. GLAVIS, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Glavis?

(Testimony of Louis R. Glavis.)

A. White Salmon, Washington.

Q. What official position, if any, did you occupy in the years 1908 and 1909?

A. I was Chief of Field Division of the General Land Office with headquarters at Portland part of the time, and part of the time at Seattle, Washington.

Q. Over what did your district extend?

A. It included the State of Oregon, and at a later date, it included Alaska and Western Washington.

Q. Do you recall—you are not in the service now?

A. No.

Q. Do you recall, Mr. Glavis, the matter of bringing suits against C. A. Smith and others relative to a large tract of land in Linn County, on behalf of the Government?

A. Yes, sir.

Q. You recall that those suits were brought about May 25, 1908?

A. Yes.

Q. When was the matter of these lands brought to your attention prior to bringing the suit?

A. During the first part of May, 1908, as I recall, and certain papers were turned over to me as Chief of the [438] Field Division by Mr. Neuhausen; and it was found then that suits had not been barred against a large number of entries, among which were these entries.

Q. What did you do towards ascertaining the condition of the title to those lands, and when, relative to the commencement of the suit, and under whose direction—

A. Why—

Q. —or at whose request?

A. —I—about a week, I think, prior to the bring-

(Testimony of Louis R. Glavis.)

ing of the suits, an examination was made of the county records.

Q. What examination was made of the county records?

A. Why, I directed Special Agents to go to the county seats and examine all the records there to ascertain just what transfers had been made, mortgages and everything that the records would disclose; in other words, to make an abstract of the title.

Q. How many agents did you send to Albany for that purpose?

A. Well, I can't recall exactly because we—we investigated the title of a large number of cases, among which were these entries, but as I recall at this time, there were three or four agents that investigated the titles at certain periods.

Q. And did those agents report to you?

A. Yes, sir.

Q. And what did you do with the material which they furnished you?

A. I referred them to the United States Attorney.

Q. Did you yourself make any personal examination of the record in Linn County?

A. No, sir.

Q. Do you remember the name of the agent who had the matter in charge, of the abstracts? [439]

A. The one—the first examination of the county records was made by Special Agent Barton, as I recall, and I am sure that there were other agents, but

(Testimony of Louis R. Glavis.)

I can't recall their names now.

Q. You intimate that there was more than one examination? A. Yes, sir.

Q. What were the subsequent examinations made for?

A. After I submitted the abstracts of title to you, you called my attention to a statement made by somebody that there were other transfers—other transfers that had been made, and you suggested that I have another investigation made. And it was at that period that I sent another agent there to check up the first agent.

Q. Now, when was the—when was it brought to your attention that the Linn and Lane Timber Company claimed any interest in these lands?

Mr. UELAND.—Objected to as immaterial.

Mr. McCOURT.—I want to show diligence in ascertaining whether or not there was any claim on the part of the Linn and Lane Timber Company or anyone else that we did not make parties.

COURT.—He may answer.

A. I first heard of the Linn and Lane Timber Company's connection with these entries after the filing of the suits.

Q. Do you remember the date?

A. Why, it was—no, I can't recall the date. I remember sending Special Agent Cowgill down the day after I heard, or the same day I heard, I think I gave him instructions to go down.

Q. I hand you a memorandum which purports to be a letter from Mr. Cowgill; state if that refreshes

(Testimony of Louis R. Glavis.)

your memory as to the date when you had your attention drawn to the Linn [440] and Lane Timber Company's claim. A. Yes, sir.

Q. What was that date?

A. September 19, 1908.

Q. What did you do pursuant to that notice?

A. What is that?

Q. (Read.)

Mr. UELAND.—Objected to as immaterial.

Mr. McCOURT.—I don't know as it has any materiality, except that he went immediately.

Q. Did Mr. Cowgill go and make an examination of the records which he has testified to here, pursuant to your instructions?

A. Yes, sir, I directed him to do that.

Mr. McCOURT.—If the Court please, under the counsel's attitude in this case, it seems to me it will become necessary for me to have the officials of Linn County to come down here with their records to demonstrate there was nothing on them to show that the Linn and Lane Timber Company ever claimed anything so far as the records show. I don't believe that is necessary. We have had a careful examination made and the records disclose nothing.

Mr. GEARIN.—It isn't necessary.

Mr. McCOURT.—I understand that counsel will not concede that unless I can show it. If there is anything in the record and you know about it—

Mr. UELAND.—Have we denied what you have stated in the bill about that? I think our answer is perfectly truthful, and if you examine our answer

(Testimony of Louis R. Glavis.)

I think you will find that there is no denial of that that I know of, [441] but it seems to me to come in here and put on record an admission that is so wide in its scope on the spur of the moment, it might contain admissions that we don't intend to make.

COURT.—If the counsel can't agree, you will have to make your case by proof.

Q. Did I ask you, Mr. Glavis, whether or not you made a personal examination yourself?

A. Yes.

Q. You answered you did not? A. Yes.
No cross-examination.

Witness excused. [442]

Testimony of L. M. Curl, taken in Case No. 3320, and stipulated to be used in this case as if taken herein.

[Testimony of L. M. Curl, for the Government.]

L. M. CURL, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Curl?

A. I live in Albany.

Q. How long have you lived in Albany?

A. 25 years.

Q. What is your business, Mr. Curl?

A. I am an attorney at law.

Q. Do you conduct any business in connection with your law business?

(Testimony of L. M. Curl.)

A. I am principal owner and manager of Albany Abstract Company.

Q. In connection with that Abstract Company, have you yourself performed any of the labor of searching the records of Linn County?

A. I have.

Q. Are you familiar with those records?

A. I think so.

Q. And in such search, have you had occasion to examine documents in typewriting, and written in ink, frequently?

A. I have some knowledge of typewriting.

Q. Was your attention called to a deed from Charles A. Smith to the Linn & Lane Timber Company about the 11th of September, 1908, by Mr. Cowgill, special agent of the Government? [443]

A. My attention was called to such a deed. I am unable to state the exact date.

Q. Where was the deed at the time you saw it?

A. It had just been filed with the recorder of conveyances of Linn County.

Q. And was in his possession? A. It was.

Q. Were there a number of other deeds there at the same time, delivered there to the recorder by the same people, or do you recall?

A. I do not remember but the one deed.

Q. Would you know that deed if you saw it?

A. I think so.

Q. I hand you Government's Exhibit 155, and ask you if that is the deed that you refer to, which

(Testimony of L. M. Curl.)

you saw there at that time?

A. That is the deed.

Q. What was the condition of that deed at that time, or rather what was the appearance of that deed at that time, as to being a recently made document, or one of some age?

A. My attention was directed especially to the signatures of the grantors, and as I remember it, it presented a strikingly fresh appearance, while the deed bore date something like two years previous to that time.

Q. Did you have occasion to examine the deed some time later, while it was still in the hands of the recorder? A. I did.

Q. How much later?

A. Well, I could not state exactly; probably two or three weeks or a month after that time. It remained in [444] the office some time.

Q. What was its appearance then, at this later examination, as compared with your first examination of it, especially the signatures?

A. Well, I think it was very much the same. possibly the signatures appeared to be a little drier, if anything, than they had before.

Q. You speak of them appearing to be a little drier. What was the condition of the signatures as to dampness, that is, the ink?

A. It appeared to be quite fresh.

Q. Would you make any statement as to how recently the signatures appeared to have been placed there?

(Testimony of L. M. Curl.)

A. Well, I could not tell as to that. The character of the ink might have a good deal to do with that, and I am not sufficiently expert to determine those matters.

Q. I will ask you, Mr. Curl, if you, as manager of the Albany Abstract Company, have made an examination of the records of Linn County?

A. I have.

Q. Especially the offices of recorder of conveyances, county clerk, sheriff's office, assessor's office, with a view to determining when the Linn & Lane Timber Company first appears upon those records as having any interest in these lands in controversy in this suit, or any other lands?

A. I have examined the records for the purpose stated so far as the recorder's office, the clerk's office, and the sheriff's office are concerned. I also examined the assessment-rolls of the county, which rolls are in possession of the sheriff and the clerk.
[445]

Q. When does the Linn & Lane Timber Company first appear there upon those records in any capacity?

A. There are three deeds by which they obtained title to lands in Linn County. They were recorded on the 9th of September, 1908, as I recall it. One was from Smith and wife; another was from Swanson; and another was from Nels O. Werner. Those are the only conveyances making title to the Linn & Lane Timber Company in the county.

Q. Does the name of the company appear anywhere else prior to that on the record?

(Testimony of L. M. Curl.)

A. I did not find it in the assessment-rolls except for the year 1909, and I did not find it anywhere else in the records.

Q. Except as you have indicated?

A. Except as I have stated.

Q. In any of those offices you have mentioned?

A. Yes, sir.

Q. Was your attention called to other deeds there at that time purporting to have been made at the same time, and if so, did you make any comparison between the signatures upon them, and the signatures upon this?

A. I do not remember that my attention was called to any deed except the one concerning which I have testified.

Cross-examination.

(Questions by Mr. UELAND.)

Mr. Curl, do I understand you to say that the typewriting on this deed, No. 155, looked to be older than the signatures?

A. I do not remember that my attention was directed [446] to the typewriting.

Q. You made the statement that the typewriting looked something like two years old, in your direct examination.

A. If I did, it was an oversight.

Q. You do not mean to be so understood?

A. I do not.

Q. Your attention was merely called to the signatures?

A. My attention was called to the deed. I say,

(Testimony of L. M. Curl.)

my attention was directed to the deed, especially to the signatures.

Q. When you refer to the signatures looking at that time as of recent date, do you refer to all the signatures on the deed—those of the grantors, those of the subscribing witnesses, and that of the notary?

A. I do not have a distinct recollection that any of them bore such a resemblance except the signatures of the grantors.

Q. You have no recollection as to the other signatures, mainly, those of the witnesses, and of the notary looking fresh? A. I do not.

Q. Are you familiar, Mr. Curl, with the different inks in use in this country?

A. No, I am not especially skilled in that line.

Q. You are aware that different inks are in common use, are you not? A. Certainly.

Q. Ink of different qualities, some black, some bluish, some of other use?

A. I find various kinds on the records there.
[447]

Q. I now come to use the term “fading of ink,” or of writing, in the sense that it is losing its freshness and becoming older in appearance, so you would understand my use of the terms in that sense, Mr. Curl, do you not? A. I have made no special study.

Q. In examining you from now on, I am going to speak of the fading of ink, and of writing, in the sense of its losing its freshness and becoming older in appearance. You will please understand my use of the terms in that sense, will you not? A. I will.

Q. Have you ever observed, or had occasion to

(Testimony of L. M. Curl.)

observe, whether the different inks fade equally fast?

A. According to my observation, they do not.

Q. They do not? Which ink with which you may be familiar fades quicker than other inks with which you may be familiar?

A. Well, the different grades of black ink will fade quicker than blue or green.

Q. The black fades quicker, you say?

A. Yes.

Q. And what is bluish fades slower?

A. That is my understanding.

Q. Have you had occasion to observe, Mr. Curl, whether writing by a pen with fine point, from which but little ink flows, fades quicker or slower, than writing with a stub pen, from which ink flows more freely?

A. I am not very well skilled in those matters. I could only draw a conclusion, which might be right or wrong. [448]

Q. What would your opinion be about that?

A. My opinion is that the heavier stroke would fade more slowly.

Q. Will you now take that exhibit, and tell the Court whether the signatures of the grantors are not in bluish ink, while the signatures of the witnesses and notary are in black?

A. The signatures of the grantors at the time I examined the deed.

Q. Just excuse me. I wish you would just answer the question.

(Question read.)

(Testimony of L. M. Curl.)

A. That was what I intended to state.

Q. That is a fact, is it not?

A. The signatures of the grantors were in blue, a bright blue, or almost a green color. But I do not remember distinctly about the signatures of the witnesses.

Q. Mr. Curl, you have the instrument now before you. Can't you state, from what you see of the instrument now, that the signatures of the grantors are in bluish ink, while the signatures of the subscribing witnesses and the notary are in black ink?

A. The signatures of the witnesses are apparently in black ink, while the signatures of the grantors seem to be considerably faded from what it was before and yet in blue ink.

Q. Do you want to be understood, Mr. Curl, that the signatures on that instrument of the grantors and the signatures of the subscribing witnesses and the notary are in the same ink? [449]

A. I do not so understand it.

Q. You can see even now that they are in different ink, can you not?

A. They appear to be different, yes.

Q. You have no doubt about that, have you?

A. My judgment is it is in different ink.

Q. Yes, they are in different ink, and the difference is that the signatures of the witnesses and the notary are in black, and the signatures of the grantors in bluish ink?

A. Yes, sir.

Q. Please look at those signatures again, Mr. Curl, and tell the Court, if you can, whether the sig-

(Testimony of L. M. Curl.)

natures of the witnesses and of the notary are not by a fine pointed pen, while the signatures of the grantors are made by a stub pen?

A. The signatures of the witnesses are apparently made with a finer pointed pen than the signatures of the grantors.

Mr. UELAND.—Will you now please hand the instrument up to the Court, so the Court may see the instrument. (Witness does so.)

Q. From what you have stated, Mr. Curl, you would expect the signatures of the grantors to look fresher and newer than the signatures of the subscribing witnesses and the signature of the notary, would you not?

A. Green ink or blue ink of the kind that was on that deed—

Q. Well, just as you find it on this instrument.

A. Yes, it will last much longer than black ink.

Witness excused. [450]

Testimony of Grant Froman, taken in Case No. 3320, and stipulated to be used in this case as if taken herein.

[Testimony of Grant Froman, for the Government.]

GRANT FROMAN, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Froman?

A. Albany.

Q. How long have you lived there?

A. I lived in Albany about 25 years.

(Testimony of Grant Froman.)

Q. What official position do you occupy in Linn County?

A. I hold the office of recorder of conveyances for Linn County.

Q. Linn County, Oregon?

A. Linn County, Oregon.

Q. How long have you occupied that office?

A. I was elected in 1906, June 1st.

Q. Held the office continuously since that time?

A. Continuously during this time.

Q. You were recorder there in September, 1908?

A. I was.

Q. Were you there personally during that month?

A. Yes, it is my recollection that I was.

Q. I hand you Government's Exhibit 155, and ask you if you were there at the time that was offered for filing, or recording, rather?

A. Yes, sir. I filed that personally. My signature is to it.

Q. Of the date it bears upon its back there, the 9th [451] of September, 1908?

A. 9th of September, 1908.

Q. Do you remember, about the 10th day of September, or the 11th, of that same year 1908, Mr. Cowgill, a special agent of the Government, calling your attention specially to that deed and the signatures thereon?

A. My recollection is there was someone—I don't remember his name—that called my attention to the signature, yes.

Q. You recall that event? A. I do.

Q. What appearance did the instrument have at

(Testimony of Grant Froman.)

that time, the signatures thereon especially, as to being placed there recently, or having some age, etc.?

A. Well, I don't know as I am expert in that line, to testify in behalf as to the age.

Q. I don't ask you to testify as to its age. I ask you to testify as to its appearance.

A. I would say it had a rather fresh look, the signature of the grantor.

Q. Do you recall whether or not you examined the signatures of the witnesses at that time?

A. I do not.

Q. You don't remember that?

A. I don't remember.

Q. Your office, or yourself, furnished me, the United States Attorney, with copies of a large number of mortgages and deeds recently, which have been offered in evidence in this case? A. Yes, sir.

Q. Does the face of the records from which you made copies of mortgages, show satisfactions thereof, if [452] they have been satisfied?

A. All that has been satisfied, shows on the face of the original of the copy as it shows of record. And it would also show on those certified copies as it appears of record.

Q. Now, aside from the record of those mortgages, have you made any special examination of your records to determine whether or not any of the mortgages which have been offered in evidence in this case were ever satisfied of record in your county?

A. Yes, I have.

Q. Have any of those mortgages ever been satisfied?

(Testimony of Grant Froman.)

A. None, other than what the certified copies show of record that I have made here.

Cross-examination.

(Questions by Mr. UELAND.)

I understand you to say, Mr. Froman, that the special agent called your attention to the signatures of the grantor on this deed to which you have referred?

A. Yes, sir.

Q. But that you do not remember your attention being called to the other parts of the document?

A. No, I don't. I don't remember.

Q. You say that at that time the signatures of the grantors looked to you as being fresh? I think that is the expression that you used?

A. Yes, sir.

Q. Do you feel, or did you at that time, feel, able to determine how fresh?

A. No. As I stated, I do not feel as I am expert [453] enough to testify to how long, or anything in that respect, to the age, no.

Q. For aught you could tell at that time, those signatures having not been exposed to the light, they might have been two years old, for all you could tell, might they not?

A. I wouldn't say as to that. Only it looked, as I have stated, it looked as though it had been freshly written.

Q. Yes, but from your experience, you do not feel that you could tell within a couple of years, as to when those signatures had actually been made, do you?

A. Well, it looked to me as though it had been freshly written, as I have stated.

(Testimony of Grant Froman.)

Q. What do you mean by freshly written?

A. Well, I mean within a reasonable time.

Q. And what do you mean by a reasonable time?

A. It looked similar to a signature that had been made with a fountain-pen ink.

Q. Yes, but I want the Court to understand what you mean by fresh, or a reasonable time.

A. Well, I should say something like five or six months—something similar to that.

Q. About five or six months. Have you had occasion to observe that signatures made by a stub pen, from which the ink flows freely so as to make heavy writing—

A. No, I have not.

Q. I had not completed the question. You do not know whether writing from a stub-pen, from which the ink flows freely, retains its freshness longer than writing from a pen with a fine point, from which the ink flows sparsely? [454]

A. I am unable to say in regard to that.

Q. You cannot say? A. No, I cannot say.

Q. Look at the signatures to the document that you have now in your hand, to which you have testified. Is it not a fact, Mr. Froman, that the signatures of the grantors, to which you have referred, appear to have been written by a stub-pen, or fountain-pen, with heavier ink than the signatures of the witnesses?

A. I am not expert enough to distinguish the difference whether it was written with a stub fountain-pen or not.

Q. You cannot tell that? A. No, sir.

(Testimony of Grant Froman.)

Q. Can you tell that the signatures of the grantors are made with different ink than the signatures of the witnesses?

A. It looks to be with different ink.

Q. Isn't it a fact that, being in a different ink, the signature of the grantors looks comparatively fresher even now than the signatures of the witnesses?

A. Well, there are so many different inks it is hard to determine on that matter.

Q. Well, you can tell that the signatures of the grantors are in different ink, can you not?

A. It looks to be different ink, yes, sir.

Q. A bluish ink, or bluish tint?

A. It is more of a bluish tint.

Q. While the signatures of the witnesses are in black ink?

A. The signatures of the witnesses are more of a black, yes, sir.

Q. You never had occasion to observe whether bluish ink retains its freshness longer than black ink?

A. No, sir, I could not testify as to that. [455]

[Testimony of Irvine Rittenhouse, for the Government.]

IRVINE RITTENHOUSE, a witness called on behalf of the Government, being first duly sworn, testified as follows:

(Testimony of Irvine Rittenhouse.)

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Rittenhouse?

A. Washington, D. C.

Q. What official capacity do you occupy there, or serve?

A. I am at present Chief of the Division of Accounts in the General Land Office.

Q. What were you doing in January and February, 1905, and prior to that time?

A. I was detailed out here to Oregon with Mr. Burns and Mr. Heney as a clerk in the General Land Office.

Q. Who did you work with while you were here in January, 1905?

A. I worked with both Mr. Burns and Mr. Heney.

Q. Are you a stenographer? A. Yes, sir.

Q. Shorthand reporter? A. Yes, sir.

Q. Were you at that time? A. Yes, sir.

Q. I hand you a check of March 8, 1901, drawn upon the First National Bank of Roseburg for \$400, payable to "Yourselves," signed Fred A. Kribs, this check being marked "Government's Exhibit 171 for Identification" in case 3320, and ask you if you have seen that instrument before?

A. Yes, sir, I have seen this check before.

Q. What was the occasion of your first seeing that check?

A. It was in January or February, 1905, in connection with the taking of some affidavits from Fred A. Kribs that I first saw the check with some others.

(Testimony of Irvine Rittenhouse.)

Q. Was it delivered to Mr. Burns by Mr. Kribs in your presence?

A. Yes, sir, I think it was with some other checks that Mr. [456] Kribs delivered.

Q. Did Mr. Kribs make any statement to Mr. Burns in your presence, and which you made note of at the time of delivering that check, as to—in explanation of the check?

Mr. LIND.—That may be answered by yes or no.

A. Yes, sir.

Q. Did you—what did you do in regard to that statement or explanation that Mr. Kribs made?

A. I took it down in shorthand.

Q. And after you had taken it in shorthand, what did you do with it?

A. Immediately transcribed it.

Q. Did you make an accurate transcription of it?

A. Yes, sir.

Q. Was it submitted to Mr. Kribs when you made it?

A. Yes, sir.

Q. And what did he do with it?

A. He read over it and signed it, swore to the affidavit—in the form of an affidavit it was gotten up.

Q. Delivered it to you? A. Yes, sir.

Q. I hand you what purports to be an affidavit of Fred A. Kribs, dated the 16th day of January, 1905, and ask you whether or not that is the statement or affidavit which you refer to?

A. This is the statement that he made in connection with this check.

(Testimony of Irvine Rittenhouse.)

Q. Were you present when Mr. Kribs signed it?

A. Yes sir, I saw Mr. Kribs sign that.

Q. Did he sign it on the date it purports?

A. Yes, sir, he signed it on that date.

Q. And how did that date accord with the date at which he [457] delivered you the check, or delivered Mr. Burns the check in your presence?

A. It was the same date, as my recollection is now.

Q. Do you recall, without this statement which you reduced to writing, what Mr. Kribs said at the time, or does reading it refresh your memory as to what he said?

A. Well, the reading of it would refresh my memory, but I recall Mr. Kribs' statement even without the affidavit, as to this check, that is, the general statement. His accurate statement, of course, is in that affidavit.

Q. What did Mr. Kribs say about that—

Mr. LIND.—One moment.

Mr. McCOURT.—Just wait a moment. I will put a little more to it.

Q. I show you what purports to be a stub of a check and ask you if that was delivered with the check?

A. Yes, sir, this stub was delivered with the check.

Q. I will now renew the former question. (Question read as follows: What did Mr. Kribs say about that?)

Mr. LIND.—That, your Honor, is objected to, first

(Testimony of Irvine Rittenhouse.)

as hearsay. The objection is made by the defendants whom we represent. Secondly, any statement made by anyone in anywise connected with the title to this land subsequent to his conveyance of that title and subsequent to the issuance of the patents by the Government on which that title was based, is incompetent and irrelevant. And generally in addition to the other objections, evidence of this character is not responsive to any issue in the case. I repeat again that the evidence is clearly hearsay. What Mr. Kribs or any other person may have said before the Government inquisitor in 1905 is not evidence in this case against our clients. [458]

COURT.—Mr. Kribs is a party to this suit, I understand. It will be evidence against him in case he has any interest, but I don't think it is evidence against your clients. I don't think any declaration that any grantor might have made after parting with the title could bind the objecting defendants; nor is the declaration of a conspirator after the conspiracy is consummated, evidence against anyone except himself. It will be admitted as against Mr. Kribs.

Mr. TANNER.—I would like to make the same objection for my client.

COURT.—If Mr. Kribs has any interest in this controversy this will be competent against him.

Mr. LIND.—Of course, there is no allegation he has any interest in the title.

COURT.—The Government is asking in this suit to recover damages from some of these people for fraud, and for that purpose it will be admitted.

(Testimony of Irvine Rittenhouse.)

Q. (Read as follows: What did Mr. Kribs say about that?)

A. In connection with that check, Mr. Kribs explained that he gave it to Mr. Stratford, or rather, he drew the money on the check for Mr. Stratford—Mr. E. D. Stratford, a Special Agent of the General Land Office, who at the time was investigating some Timber and Stone entries here in Oregon, and gave the money to Mr. Stratford for some land which he owned—he, Mr. Stratford owned—and paid for the land in excess of what Mr. Kribs thought its real value was. In addition to that check Mr. Kribs also stated at the same time that he had paid Mr. Stratford some other money without any consideration outside of—at a time when he was financially embarrassed in some way or other. That, in a general way, is the statement that Mr. Kribs made at that time. [459]

Q. Did Mr. Kribs in that conversation or in that explanation state how much in excess of the value of the land he had paid Mr. Stratford?

A. Yes, sir, he said that he considered the land worth about \$6.00 an acre and paid him \$10.00 an acre for it.

Q. How much of a tract did he say it was?

A. Forty acres.

Q. Forty acres. Do you recall, without looking at this memorandum, the amounts that he had paid Mr. Stratford besides the check?

A. Paid him \$300 on two different occasions—\$175 one time and \$125 another.

Q. Did he make any statement in that connec-

(Testimony of Irvine Rittenhouse.)

tion as to how the—when the payments related, or how they related as to dates, in connection with taking a number of affidavits in connection with land entries?

A. Well, my recollection is that it was at the time Mr. Stratford was investigating these timber and stone entries, or shortly prior to that time, and as to whether the payments were made before or after, I don't recall exactly. Those are about the time Mr. Kribs found out that Mr. Stratford was to make investigation of the claims.

Mr. McCOURT.—I offer the check in evidence.

Mr. LIND.—Same objection so far as the defendants we represent are concerned.

COURT.—Same ruling.

Check marked "Government's Exhibit 66."

Q. Do you remember anything about the exact dates of any of these payments aside from an examination of the memorandum?

A. No, I could not say I would remember the exact date of payments. [460]

Q. Will you look at the memorandum and see if that refreshes your memory as to the dates? If it does not, don't answer it.

A. Yes, this memorandum would refresh my memory as to the dates, as stated by Mr. Kribs, of the payments.

Q. Well, aside from the memorandum do you recall the date that he mentioned?

A. No, I could not say that I would recall it without this memorandum.

Q. (Mr. McCOURT.) I offer the memorandum in

(Testimony of Irvine Rittenhouse.)

evidence, if the Court please, in connection with the witness's testimony, to more accurately fix the date of these payments.

COURT.—Is the statement signed by Mr. Kribs?

Mr. McCOURT.—Yes, your Honor.

Mr. LIND.—We make the same objection, your Honor, that we did.

Mr. TANNER.—I desire to object for Mr. Kribs as irrelevant and immaterial.

COURT.—It will be admitted as to Kribs.

Marked "Government's Exhibit 67."

COURT.—What is the date of the patent of the Government in this case?

Mr. UELAND.—As to the 17 claims in controversy in this suit, as I remember it, 8 of the patents are dated July 9, 1902, and the remainder August 12, 1902.

Mr. McCOURT.—I have some letters here from Mr. Kribs to Mr. Tanner relative to the taking of the affidavits in this case especially, which I would like to introduce in evidence to show the connection of Mr. Kribs with the taking of the affidavit.

Mr. TANNER.—I desire to note an objection to these letters and telegrams as privileged communications, passing [461] between attorney and client, with reference to these matters, also as being immaterial and irrelevant. I don't object particularly except as they encumber the record. They are privileged communications as between attorney and client with reference to these matters.

Mr. McCOURT.—These letters were delivered

(Testimony of Irvine Rittenhouse.)

into the hands of the Government, as I understand it, by Mr. Tanner, and I don't know that I am prepared to say that that objection that they are privileged communication, is not well taken. They are letters to Mr. Tanner showing the progress of the taking of the affidavits and the—

Mr. LIND.—Is that a proper statement? If they are not properly in the records we don't want them there by way of the District Attorney.

COURT.—You might submit them to me and I will reserve my ruling.

Mr. LIND.—I ask to have that statement stricken out, for the time being.

COURT.—The statement will be stricken out. If it is a privileged communication it should not be in the record.

Cross-examination.

(Questions by Mr. LIND.)

Mr. Rittenhouse, how long were you here in January or February of 1905?

A. I was here the whole month of January and I was here until the 18th day of February. I think that was the date that I left Portland.

Q. What was your—what was the general character of the work—your work, during that period?

A. I was taking charge of the evidence as it was collected in connection with the land fraud cases that were being put [462] before the Grand Jury at that time. Was taking affidavits of various people in connection with the investigations, and acting as stenographer for both Mr. Heney and Mr. Burns; had charge of all the documents and records.

(Testimony of Irvine Rittenhouse.)

Q. Were you present when a great many timber and stone entrymen were examined?

A. Yes, sir; I took all the affidavits.

Q. You took all the affidavits?

A. Yes, sir.

Q. Were you present when other witnesses were examined?

A. Yes—not in the grand-jury room, though.

Q. In whose office did you hold forth?

A. In Mr. Heney's room over here in the hotel—in the Portland Hotel.

Q. He was the representative of the Attorney General's Office for the Government here, was he?

A. Yes, sir, he was Special Assistant to the Attorney General at that time, I think. No, no; at that time, he was United States Attorney. He was appointed to succeed Mr. Hall.

Q. He was the United States—acting United States Attorney of this district at that time?

A. Yes, sir.

Q. Who else participated in the work in which you and he were engaged?

A. William J. Burns and—

Q. Who was William J. Burns?

A. Who is he?

Q. Yes. A. Well—

Q. He is on the way here we were told by the District Attorney the other day, and we want to know who he is—what manner of man.

A. I think he is now—he runs a private detective agency in New York or Chicago. [463]

Q. What was his capacity, official capacity at

(Testimony of Irvine Rittenhouse.)

that time, if he had any?

A. He was a Special Agent of the General Land Office at that time.

Q. For what purpose?

A. Why in connection with these land fraud investigations here.

Q. He was a detective? He was the detective—chief of detectives for the Government, was he?

A. He was appointed a Special Agent for the General Land Office.

Q. What did he do? What was the character of his work?

A. What was the character of his work here?

Q. Yes.

A. He had—he supervised various other Special Agents and would interview entrymen, gather evidence, one thing and another.

Q. For what purpose did he interview the entrymen?

A. Why, to determine whether or not there was any fraud committed, and present such evidence as was secured before the Grand Jury.

Q. What was the object of taking the affidavits? Why were the affidavits taken?

A. I suppose for the same purpose that they keep books in business houses; so they will know what their business is.

Q. Couldn't that have been served by taking a statement of the witnesses.

A. You mean without having them swear to it?

Q. Yes. A. Why, I suppose it could.

Q. Were the witnesses sworn before they were

(Testimony of Irvine Rittenhouse.)

examined or afterwards? [464]

A. Afterwards; that is—

Q. Who prepared the affidavits?

A. I would take their statements down in shorthand and they were sworn before they made the statement and then they were sworn to the affidavit when it was written out.

Q. You took the statement down in shorthand?

A. Yes, sir.

Q. By way of question and answer?

A. Well, sometimes that way, and then some made general statement.

Q. And you reduced, when questions and answers, when that was the course pursued, you reduced the questions and answers to a narrative form?

A. No, not necessarily in narrative form. If questions and answers, I would take it that way, but the entryman was asked to make a statement of his connection with what was being investigated, and he would make it and I would take it and transcribe it.

Q. Then, the affidavits are your version of the statement?

A. Oh, no; no, indeed. They are the statement of the affiants, the people who made the statements; not my version.

Q. Do you say that the affiants dictated the statements the same as I would dictate a letter to my stenographer?

A. Well, not exactly that way. They would— they wouldn't start off like you would start off

(Testimony of Irvine Rittenhouse.)

dictating a letter, but they would make a statement concerning their connection and I would take the statement down.

Q. And then you would reduce that to writing, which is your version of their statement, rather than *haec verba* statement of the affiant, isn't it?

A. No, it wasn't my version, because I took down what they said, and they would always read it over themselves before [465] they would sign it and swear to it. It was their own statement. I didn't twist their language around.

COURT.—Let me see that affidavit.

Q. Now, the grand jury was in session at this time? A. Yes, sir.

Q. Were—was there any talk between W. J. Burns or Heney in your presence to these affiants, what the effect would be if they did not make statements or sign affidavits?

A. No, I don't recall any statements as to that effect.

Q. Do you recall of either Burns or Heney using violent language to any of these affiants?

A. No, sir.

Q. Never? A. No, sir.

Q. Never anything said by either about their being sent to State's prison?

A. No, sir, nothing at all like that. That is—that was—they never said anything about State prison. That was all in the minds of the entrymen themselves.

Q. Anything said about their cases being taken

(Testimony of Irvine Rittenhouse.)

before the grand jury? A. No, sir.

Q. Nothing? How did these affiants come to be there? A. They were subpoenaed.

Q. By whom?

A. By the court to appear before the grand jury.

COURT.—By whom?

A. By the court.

COURT.—What do you mean by the court?

A. Well, I don't know—the court. The Clerk of the Court would issue a subpoena on the request of the United States Attorney.

Q. Were they brought before the grand jury, any of them? [466]

A. I think they were all before the grand jury—all those whose testimony was needed before the grand jury.

Q. All those who signed affidavits—were they taken before the grand jury?

A. I don't know that all were. There may have been a preponderance of evidence, to take all before the grand jury. All that was needed was taken before it, and the others were supposed to be used at the trials.

Q. Now, as a matter of fact, Mr. Rittenhouse, didn't you hear statements made by Mr. Burns to the effect that unless affidavits were subscribed and signed by affiants their cases would be taken before the grand jury?

A. No, sir, I never heard Mr. Burns nor Mr. Heney make any such statement. I have heard lots of talk accusing them of doing it, but I never heard them make any such statements.

(Testimony of Irvine Rittenhouse.)

Q. None were made before you?

A. No, none before me and I will state that I was always with Mr. Burns, as a rule, when he was with these people.

Redirect Examination.

Q. That affidavit of Mr. Kribs there, did he dictate that? A. Mr. Kribs?

Q. Yes. A. Yes, sir.

COURT.—What do you mean, Mr. Rittenhouse, by dictating? Is that Kribs' language?

A. This is Mr. Kribs' language all except this first part there.

COURT.—Did he make that dictation the same as he would dictate a letter to you, or was that prepared and then signed by him afterwards?

A. No, sir, I took this down in shorthand as Mr. Kribs' statement. [467]

COURT.—That is Mr. Kribs' language?

A. Yes, sir, this is Mr. Kribs' language.

Q. Did you take any other affidavit there from Mr. Kribs about that time?

A. Yes, sir, I took quite a number. I think two or three or four.

Q. Did he exercise considerable care before signing them?

A. He did. He would read over them two or three times and have some changes made or something added. He didn't want it just the way it appeared.

Witness excused. [468]

Portland, Oregon, Tuesday, May 3, 1910,
2 P. M.

[**Testimony of T. R. Sheridan, for the Government.**]

T. R. SHERIDAN, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Sheridan?

A. Roseburg.

Q. Where did you say you live?

A. Roseburg.

Q. How long have you lived there?

A. Forty-seven years.

Q. What has been your business for the past several years?

A. The last 19 I have been President of the First National Bank.

Q. Of Roseburg? A. Roseburg.

Q. In the years 1899 on up to the present time, have you been actively engaged in conducting the business of the bank? A. More or less.

Q. And what capacity were you serving in in 1900 and 1901?

A. Well, as President and receiving and paying.

Q. You stood at the window—

A. Yes, in case—

Q. —and had general control of all the business of the bank? A. I did.

Q. Do you know Fred A. Kribs? A. I do.

Q. When did you become acquainted with him?

A. About 1900, I think.

Q. And he had an account there in your bank?

A. He did.

(Testimony of T. R. Sheridan.)

Q. You have recently gone over that account, have you not?

A. In a way, yes. [469]

Q. Yes?

A. With my cashier—bookkeeper.

Q. And have you made a transcript of the account of Mr. Kribs, and the transactions of Mr. Kribs with that bank from the time he opened the account down to 1904, or such a matter?

A. Well, we have partially checked up the list that was furnished us.

Q. Do you recall whether or not you were the man who attended to the business so far as Mr. Kribs' account was concerned, in 1900?

A. Please read that.

Q. (Read.) A. Not individually.

Q. I want to call your attention to a couple of checks—memorandum checks—and ask you—being Government's Exhibits 2 and 3—in whose handwriting in the first place, the memorandum of check, is that? A. My own.

Q. In your handwriting? A. Yes, sir.

Q. What part of it is in your handwriting?

A. All of it.

Q. Well, those endorsements across the face there I refer to?

A. Oh, in lead pencil, in dark, is all my own.

Q. Now, from whom did you secure the authority to—or what was—what charge was made of those sums of money? Against whose account were they charged? A. Mr. Kribs'.

(Testimony of T. R. Sheridan.)

Q. Now, from whom did you receive authority, if from anybody, to draw these checks for the purposes indicated on them? [470]

A. Mr. Kribs.

Q. Prior to the time that you made the payments? A. Yes, sir.

Q. Do you recall the incident itself?

A. I do not.

Q. Except as you see it upon them?

A. As I see it there.

Q. The figures there, the words, "On bank's acct." and "On new bank ledger." Did you make those writings upon them? A. No, sir.

Q. And the words there "Cop. on C. A. S. deal."

A. That is not my writing.

Q. I last referred to Government's Exhibit 3. Now, the words "Cop. in C. A. S. acct.," and "On bank's acct.," and "On new bank ledger." State whether or not those were made in the bank.

A. They were not.

Q. Were they upon the checks when delivered to Mr. Kribs by you?

A. I couldn't swear to that; I think not.

Q. Was there anyone in your office who wrote in a handwriting similar to this?

A. I don't recognize it.

Q. Do you know Mr. Kribs' handwriting?

A. Yes, sir.

Q. State—have you often seen him write?

A. Very often.

Q. Can you state whether or not the words "Cop. in C. A. S. acct." are in his handwriting?

(Testimony of T. R. Sheridan.)

A. I couldn't swear that it was.

Q. You don't know? A. No. [471]

Q. The words upon Government's Exhibit No. 2, "Paid Land Office for 10 claims." Does that recall to your mind the circumstances or the direction that was given you as to that purchase?

A. It does not.

Q. To whom was this money paid, or to what account was this money paid that is represented by these checks, if you know?

A. Well, other than they appear on the face, I couldn't say. The face shows that I paid it to the Land Office.

Q. Do you remember whether or not that payment to the Land Office was made by mere transfer of that sum of money to the account of the receiver, or whether or not the coin was paid to the receiver?

A. I couldn't swear.

Q. What would have been the ordinary method of complying with Mr. Kribs' direction there?

A. I imagine that the money was paid.

Q. Did the receiver carry an account in your bank at that time? A. Yes, sir.

Q. Do you recall how frequently you delivered to Mr. Kribs his cancelled checks, or rather, how often you balanced his deposit book?

A. No; the bookkeepers did that. I had nothing to do with that part of it.

Q. That was done at the—

A. In the usual course.

Q. —request of the depositor, or was his book called for and—

(Testimony of T. R. Sheridan.)

A. No, I am under the impression that it was statements, and the bookkeeper made the statement up whenever a sufficient [472] number of checks were on hand. Sometimes once a month, sometimes twice; sometimes oftener.

Q. But in—the intervals would not be further than a month apart in Mr. Kribs' case?

A. Well, I couldn't swear to that because we often let them run longer than that. That is quite a while ago.

Q. Your bankbook, does it have any memorandum upon it which would indicate the dates at which balances were struck? A. Yes, sir.

Q. That is, the deposit books were balanced?

A. Yes, sir.

Q. You can tell then by looking at the—

A. Book.

Mr. McCOURT.—The testimony of this witness can be used in both cases, can it not; that is to say, as far as it applies?

Mr. LIND.—Yes.

Q. The certificate, or rather, the checking of which you spoke—I hand you a typewritten memorandum here and ask you if that is the paper you used to check your books with?

A. Well, yesterday afternoon we went over this partially. We did not have the time after I returned home, to go over it, but so far as we went it is all right.

Q. It was correct? A. Yes, sir.

Q. How far over it did you get?

A. I think we got to the second page only, Mr. McCourt.

(Testimony of T. R. Sheridan.)

Mr. LIND.—What was the answer?

A. I think it was the bottom of the second page or thereabouts. It might have been—

Mr. McCOURT.—I may state that that instrument was [473] made up from the checking of the accounts which we made, and that it was sent to Mr. Sheridan to make a more complete check, but he was out of town and did not get back until yesterday morning, and I urged him by telephone to come back here before he could get through the thing. I don't know whether counsel want to take our checking for it or not.

Mr. LIND.—Are the books here from which you did the checking?

Mr. McCOURT.—Yes, they are all here.

Q. Before offering this, do you recall that Mr. Kribs kept an account which was designated No. 1 and No. 2 in your book?

A. I do when I look in the book. I can't remember other than that.

Q. Do you recall that the checks which were drawn—or do you recall how the checks were—how you determined whether or not the check was on No. 2 or No. 1?

A. Not at this time; it is too long. I cannot recall.

Q. Well, let me try to refresh your memory. Do you recall that the way you determined that was that checks on account No. 2 were marked No. 2 and no designation marked upon those on account No. 1?

A. Possibly that may be, but I can't remember at this time.

(Testimony of T. R. Sheridan.)

Mr. McCOURT.—Is Mr. Kribs here?

Mr. LIND.—No, but we will find out.

Mr. McCOURT.—Find out whether or not that is a fact.

Q. Now, will you look at this ledger here and tell the Court when the book, Mr. Kribs' deposit book, was balanced subsequent to October 10, 1900? [474]

Mr. LIND.—Which account was that you are inquiring about?

Mr. McCOURT.—That is No. 1, the C. A. Smith account.

A. Account No. 2? What was the question?

Q. Account No. 1? A. No. 1.

Q. After October?

A. The first balance seems to be the 11th day of July, 1900.

Q. I want the date of balances subsequent to October 10th? A. For that year?

Q. Yes.

A. Just subsequent or all of them?

Q. Just subsequent to October 10th. Well, you might as well give them all while you are at it.

A. The 14th of July, and the 13th of August, and the 17th of August; on the 11th of September. That is all until December.

Q. Well, give the next one.

A. December 8th. More?

Q. One more. A. And December 28th.

Q. I guess that ought to be enough. All 1900?

A. 1900.

(Testimony of T. R. Sheridan.)

Q. At the time such balances were struck in the deposit book, were the cancelled checks delivered?

A. Yes.

Q. To the depositor? A. Yes.

Mr. McCOURT.—Now, I understand that counsel will admit that drafts forming the source of account No. 1 were from C. A. Smith?

Mr. LIND.—I will admit the facts in regard to that. [475] If that is so it will be admitted, and we can find out whether it is so, but I don't know now. I don't question for a moment but that the drafts were sent by C. A. Smith to Mr. Kribs, or probably the C. A. Smith Lumber Company, but what the particular drafts were, I don't know.

Mr. McCOURT.—I understand you to admit that whether they were from the C. A. Smith Lumber Company or upon the Bank of Minneapolis, they were C. A. Smith's money.

Mr. LIND.—Yes, but what particular draft we don't know.

Mr. McCOURT.—You admit that C. A. Smith was a party in interest and that he was furnishing the money?

Mr. LIND.—Yes, he was a party in interest.

Mr. McCOURT.—Now this certificate—what do you desire in relation to that? Do you want to check the book itself before it is put in?

Mr. LIND.—Or check with Mr. Kribs or someone who knows.

Mr. McCOURT.—That may be done this evening. We will put this certificate in now, until you get a

(Testimony of A. R. Greene.)

chance to check it.

McCOURT.—It is possible if we do it to-night, we may get Mr. Sheridan's assistance.

No cross-examination.

Witness excused. [476]

[Testimony of A. R. Greene, for the Government.]

A. R. GREENE, a witness called on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

Where do you live, Mr. Greene?

A. My home is in Portland.

Q. Were you formerly acting in an official capacity with the Government of the United States?

A. Yes, sir.

Q. During what period was that?

A. Well, I was in the employ of the Government covering several periods.

Q. Well, give us the period—you were in the Government service from 1900 on up till 1905?

A. Yes, sir.

Q. And later? A. Yes, sir.

Q. And during the period between 1901, or 1900, say, and 1904, in what capacity were you acting?

A. I was a Special Inspector for the Secretary of the Interior.

Q. In that respect, you were a sort of confidential adviser of the Secretary, were you not?

A. Yes, sir, in regard to the matters of which I had charge.

(Testimony of A. R. Greene.)

Q. You were the only man occupying the position, were you not, at that time?

A. No, sir. There were four. The law provided for four. I was one of the four.

Mr. LIND.—In this field—in this same field?

A. I was the only one in this field.

Mr. McCOURT.—He was the only one in this field.
[477] There were four in the United States.

Q. During what period were you interested, or looking after matters in Oregon?

A. From January or February, 1902, until the fall of 1905, I think.

Q. Did you have any special assignment during that time, or any special cases?

A. Yes, sir. I had a number of special assignments.

Q. Were you ever assigned to investigate the cases in controversy in this case and the case which is being tried along with it?

A. Well, I don't know that I know what case is being tried along with this. I don't know which two cases you refer to exactly, Mr. McCourt.

Q. Well, I refer to the entries known as the McKinley entries up in Linn County, and entries made by the Mealey boys up there.

A. The Sweet Home entries?

Q. Yes, the Sweet Home entries.

A. No, sir, I was never specially assigned to that.

Q. Did you, on or about the 10th day of March, 1902, make any report to the Secretary in which you referred to those claims?

(Testimony of A. R. Greene.)

A. I wrote a letter to the Secretary on, I think it was the 10th of March, 1902, in which, among other things, I called his attention to conditions as I understood they were prevailing up there with reference to those entries.

Q. What was the purpose of that report; that is, the general purpose of it?

A. Well, it was to give the Secretary a general idea of conditions in regard to the public land entries in the State of Oregon. The letter related to a number of [478] cases.

Q. Had you any personal information at that time relating to these claims—the Sweet Home claims? That is, had you made any investigation of them?

A. No, sir. At the time I wrote this letter, I had made an examination of the records at Albany and Oregon City, I think it was.

Q. And your report was made entirely from the records as they appear, or practically entirely from them?

A. Almost altogether from the records, yes, sir.

Mr. McCOURT.—What parts of this report did you wish to have introduced? There is some of it does not refer to this at all.

Mr. LIND.—That portion of it which the witness marked in our presence the other day might be read into the record, and also the portion of the abstract containing these entries, if that is your pleasure.

COURT.—I suggest that the District Attorney read it, and let the stenographer take it, and not let

(Testimony of A. R. Greene.)

that book go in evidence.

Mr. McCOURT.—Yes. Mr. Greene does not want it to go in evidence, because there are some private matters in it.

COURT.—Very well. Read to the stenographer that portion you desire to have in.

Mr. McCOURT.—(Reading:)

“DEPARTMENT OF THE INTERIOR.

Oregon City, Oregon, March 10, 1902.

The Honorable

The Secretary of the Interior,

Washington, D. C.

Sir:—

I have the honor to state that owing to excessive and [479] long continued rains which have rendered the roads in the Siletz country practically impassable, I have not been able to make the contemplated examination of entries in that part of the State and have devoted my time to a study of conditions in more accessible localities. Hence this report will be somewhat of a general character.

The following facts have been elicited in regard to the entry of a valuable body of fir timber in the extreme eastern part of Linn county, adjoining the Cascade Forest Reserve and situated partly in the Oregon City and partly in the Roseburg land district: About two years ago a man named John A. Willd, representing a lumber company of Minnesota, had these lands ‘cruised’ and through his instrumentality they were entered, principally under the Timber and Stone Act. The financial agent of this man was

Frederick A. Kribs of Portland, Oregon. The cruiser was Horace G. McKinley, who was also the locator and induced the entrymen to take up the lands, representing to them that a mill company stood ready to take them off their hands as soon as final proof could be made and that he wanted only such applicants as would be ready to sell when the time came. Pursuing this policy, McKinley secured a number of men and women from among the class whose living is precarious, largely from the saloons and rooming houses and around the depots and wharves of the towns along the valley and the lands were entered, McKinley appearing in a number of cases as a witness.

In 28 of the 67 cases referred to in this connection, the lands were mortgaged to Kribs on the day of final proof; eight tracts were mortgaged to him one day after proof and one tract three days after proof. Twelve tracts were deeded straight to Kribs on the day of proof and 28 tracts were [480] deeded to Willd within five days after proof. One entryman, James H. Scott of Albany, Oregon, mortgaged to M. E. Watson on the day of final proof.

Ten commuted homesteads situated in the vicinity and chiefly valuable for their timber (as are all homesteaded lands west of the Cascade Range at this time) have an interesting history when the records in the office of County Recorder are placed in juxtaposition to the records of the local land office. Every one of these entrymen had mortgaged his homestead before the day of final proof and the mortgages

were matters of record at that time: One, four days before; two, five days before; three, eight days before; two, eleven days before and two thirteen days before final proof.

Attached to this report are three sheets containing correct transcripts from the records of the local land offices at Oregon City and Roseburg, and the office of the County Recorder of Linn County, Oregon. These will enable you to trace the history of any given tract of land from the time of its final entry to the time of its mortgage or sale. Only a few tracts have been presented in this case for the reason, that as it might be desired to institute action against the parties, it would be important to do so before the issuance of patent. In this connection I desire to call your attention to the fact that patents were issued seven months after final proof for 13 of the tracts herein, whereas for 49 tracts herein, which were passed to final proof from 18 to 23 months ago, the patents have not yet been issued. However, they may have been held up to await the conclusion of proceedings to test the validity of title.

Referring again to the cases where Kribs became mortgagee and Willd purchaser, immediately after final proof, a strong presumption of collusion is raised. Take the entry of [481] John Harrison of Brownsville, for example. His final proof certificate is numbered 8235 and dated May 16, 1900. On the same day he mortgaged to Kribs for \$600 and the day following he deeded to Willd for \$1.00. An isolated case of this kind might occur in good

(Testimony of A. R. Greene.)

faith and honesty possibly, but when it comes to a great number of cases of precisely similar facts, it is quite another matter. Kribs paid out on mortgages in three weeks in April and two weeks in May, 1900 the sum of \$18,600.00 for lands passed to final proof immediately preceding the date of the mortgages and immediately following these dates the same lands were deeded to Willd for \$31.00, just enough to comply with the law regarding transfers of realty. The fact that the consideration was merely nominal in the cases of the sales, ought it seems to me, to have weight in a judicial consideration of the matter. Also, the fact that public opinion has become debauched to the extent of hostility to an honest enforcement of the land laws in this part of the country should not deter our local officers from a vigorous effort to punish offenders.

There ought to be less difficulty in proceeding against the homesteaders herein named who mortgaged their claims prior to final proof. These are matters, however, for Departmental determination."

I think that is all.

Mr. LIND.—Is there any recommendation at the end?

Q. Is that the only reference to those claims?

A. I don't remember. I have not read the letter for years, or for some time, and I don't remember whether there was any recommendation with reference to those entries or not. The recommendation, if there was one, would be right at the end of the letter.

Mr. McCOURT.—There seems to be a little more that wants to go in here. (Continues reading.)
[482]

“The foregoing are not isolated and exceptional cases as will be seen from the consecutive numbers of the final certificates, but comprise nearly every entry for the dates given. This is significant as showing the extent of the questionable practices before these land offices.

A complete remedy is not to be hoped for but the evils might be checked if our land officers and special agents would be more alert to the frauds. It cannot be denied that at present the Government is held in contempt by the land grabbers. This is largely in consequence of a failure on the part of the land officers to comply with the law and regulations. For example, the oath is administered in a slighting and careless manner as though it was an obsolete formality; the statute for the punishment of perjury—Sec. 5392—printed, at the foot of the application blanks under the Timber and Stone law, is seldom read to the entryman; tracts other than those applied for originally, are substituted on the spot by the applicant, for tracts ascertained to be taken, and the land officer says with a smiling assent, ‘Of course you have been over that tract also,’ when it may be in fact true that he never set foot in the State until that morning when he came across the Columbia from Washington. When I have called the attention of the officers to these things they have said to me, ‘Life is too short to run

(Testimony of A. R. Greene.)

down all the facts in these little cases; I have long ago ceased to have any confidence in 'human nature.' In other cases the Receiver has accepted a lump sum of money for a number of timber entries which he had every reason to believe were being made in the interest of a lumber syndicate. When I called his attention to what I had heard in regard to this case, he said, 'No sir, we made him separate it right there and have every man pay his share.' [483] It is a common thing to hear the Receiver advise entrymen that 'if they discover that their lands are more valuable for timber than for agriculture they can relinquish and take it under the timber and stone act, which is simply an encouragement for these men to hold it as a homestead until they can find a purchases for the timber and make arrangements for the purchase money.' "

Mr. McCOURT.—Now, I don't catch any formal recommendation.

Mr. LIND.—I think the Secretary says, in commenting on it, that there was.

Mr. McCOURT.—That there was a recommendation?

Mr. LIND.—Yes. Perhaps Col. Greene remembers, or can find it.

Q. Do you recall, Colonel? Look at it and see if you can get it.

A. I don't think there was any recommendation with reference to the cases now under consideration.

Mr. McCOURT.—Are you sure the Secretary's decision states it?

(Testimony of A. R. Greene.)

Mr. LIND.—I am not sure, but that is my recollection.

Mr. McCOURT.—I have a memorandum here, made by you, Colonel, in which you said your recommendations were in relation to township 8 South of 9 West.

A. Well, that is over in the Siletz country, isn't it?

Q. Yes.

A. I find here I made a specific recommendation with reference to some lands in the Siletz country. I was just reading it. I do not find anything further as applying to the cases involved in this suit. I went from there to several other cases, and wound up in the string of alleged fraudulent surveys in the Siletz country.

Q. Is this a copy, or the sheet that you sent with it describing [484] the lands?

A. Yes, sir. Yes, this is a blank I had prepared for the purpose, and contains a list of the entrymen and the record, as I took them from the books at the County Recorder's Office at Albany.

Mr. McCOURT.—Do you want that to go in with it?

Mr. LIND.—It encumbers the record.

Mr. McCOURT.—The record may show that the list mentioned as sent in by Colonel Greene is list of names of entrymen, number of entrymen, date made, and date when proof was made, and the date of the conveyances, both mortgages and deeds.

Mr. LIND.—In this suit and in the other?

Mr. McCOURT.—Yes, in this suit and in 3319.

(Testimony of A. R. Greene.)

And also other lands not involved.

Mr. LIND.—And it is the same report that is referred to in the Secretary's decision later on.

Cross-examination.

(Questions by Mr. LIND.)

Colonel, you reported direct to the Secretary of the Interior? A. Yes, sir.

Q. Not by way of the General Land Office?

A. No, sir.

Q. You were in a sense the personal representative of Secretary Hitchcock? A. Yes, sir.

Q. Where did you get your data for the statements contained in the report just read into the record? I mean aside from those that you obtained from the county records?

A. A part of the information was obtained from officers [485] in the courthouse, and a part from citizens of Albany, and a part from citizens in Roseburg and Oregon City.

Q. Did you at that time know Mr. Stratford, a Special Agent in the field here?

A. Only by reputation. I think I never had met him. Afterwards I met him, and he said he knew me, but I didn't recall when I had ever met him.

Witness excused. [486]

U. S. Exhibit No. 155.

(Govt. Exhibit 59.)

Linn Co.

THIS INDENTURE, Made this 4th day of June, in the year of our Lord one thousand nine hundred and six, between Charles A. Smith and Johanna A. Smith, his wife, of the County of Hennepin and State

of Minnesota, parties of the first part, and _____
Linn and Lane Timber Company, a corporation, of
the County of Hennepin and State of Minnesota,
party of the second part,

WITNESSETH, That the said parties of the first
part, for and in consideration of the sum of \$80,000.00
Dollars, to them in hand paid by the said parties of
the second part, the receipt whereof is hereby ac-
knowledged, do hereby Grant, Bargain, Sell and
Convey unto the said party of the second part, its
successors and assigns, Forever, all the tracts or
parcels of land lying and being in the County of
Linn and State of Oregon, described as follows, to-
wit:

All of Section numbered Sixteen (16), the North-
east quarter (N. E. $\frac{1}{4}$) the Northeast quarter of the
Northwest quarter (N. E. N. W.) the South Half
of the Northwest quarter (S. $\frac{1}{2}$ N. W.) and the
South Half (S. $\frac{1}{2}$) of Section Thirty-six (36), in
Township Twelve (12) South, Range Three (3) East
of Willamette Principal Meridian.

All of Section numbered Thirty-six (36) in Town-
ship Twelve (12) South, Range Four (4) East of
Willamette Meridian.

The Northeast quarter (N. E. $\frac{1}{4}$) the North Half
of the Southwest quarter (N. $\frac{1}{2}$ S. W.) the South-
west quarter of the Southwest quarter (S. W. S. W.)
and the Northwest quarter of the Southeast quar-
ter (N. W. S. E.) of Section Ten (10), the North
Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) of Sec-
tion Sixteen (16), in Township Thirteen (13) South,
Range One (1) [487] East of Willamette Princi-
pal Meridian.

The Southwest quarter (S. W. $\frac{1}{4}$) of Section Four (4), the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) and the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Six (6), the North Half of the North Half (N. $\frac{1}{2}$ N. $\frac{1}{2}$) the Southwest quarter of the Northwest quarter (S. W. N. W.) and the East Half of the Southeast quarter (E. $\frac{1}{2}$ S. E.) of Section Eight (8), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Southwest quarter of the Northeast quarter (S. W. N. E.) the North Half of the Northwest quarter (N. $\frac{1}{2}$ N. W.) the Southeast quarter of the Northwest quarter (S. E. N. W.) the North Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Fourteen (14), the North Half of the North Half (N. $\frac{1}{2}$ N. $\frac{1}{2}$) of Section Twenty (20), the Southwest quarter of the Southwest quarter (S. W. S. W.) the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Twenty-six (26), the West Half of the Northeast quarter (W. $\frac{1}{2}$ N. E.) the East Half of the Northwest quarter (E. $\frac{1}{2}$ N. W.) the Northeast quarter of the Southwest quarter (N. E. S. W.) and the West Half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) of Section Twenty-eight (28), the Northeast quarter (N. E. $\frac{1}{4}$) of Section Thirty (30), the West Half of the Northwest quarter (W. $\frac{1}{2}$ N. W.) and the North Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) of Section Thirty-two (32), the Southwest quarter (S. W. $\frac{1}{4}$) and the South Half of the Southeast quarter (S. $\frac{1}{2}$ S. E.) of Section Thirty-four (34), and the Northeast quarter (N. E. $\frac{1}{4}$) of Section Thirty-six (36) in Township Thirteen (13) South, Range Two (2) East of Wil-

lamette Meridian.

The Northeast quarter (N. E. $\frac{1}{4}$) the West Half of the Northwest quarter (W. $\frac{1}{2}$ N. W.) the Southeast quarter of the Northwest quarter (S. E. N. W.) the West Half of the Southwest quarter (W. $\frac{1}{2}$ S. W.) the Southeast quarter of the Southwest quarter (S. E. S. W.), the Northeast quarter of the Southeast quarter (N. E. S. E.) and the South Half of the Southeast quarter (S. $\frac{1}{2}$ S. E.) of Section Two (2), the Northeast [488] quarter of the Southeast quarter (N. E. S. E.), the South Half of the Southeast quarter of Section Four (4), the Northwest quarter of the Northeast quarter (N. W. N. E.), the Southeast quarter of the Northeast quarter (S. E. N. E.), the Southeast quarter of the Northwest quarter (S. E. N. W.), the Northeast quarter of the Southwest quarter (N. E. S. W.), the South Half of the Southwest quarter (S. $\frac{1}{2}$ S. W.), the Southwest quarter of the Southeast quarter (S. W. S. E.) of Section Eight (8), the Southwest quarter of the Northwest quarter (S. W. N. W.) and the West Half of the Southwest quarter (W. $\frac{1}{2}$ S. W.) of Section Nine (9), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the East Half of the Northwest quarter (E. $\frac{1}{2}$ N. W.) the Southwest quarter (S. W. $\frac{1}{4}$) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Ten (10), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.), the East Half of the Northwest quarter (E. $\frac{1}{2}$ N. W.) and the Northeast quarter of the Southwest quarter (N. E. S. W.) of Section Twelve (12), the North Half (N. $\frac{1}{2}$) the North Half of the South Half (N. $\frac{1}{2}$ S. $\frac{1}{2}$) and the South Half of the Southwest quarter (S.

$\frac{1}{2}$ S. W.) of Section Sixteen (16), the West Half of the Northeast quarter (W. $\frac{1}{2}$ N. E.) the Northeast quarter of the Northwest quarter (N. E. N. W.) the South Half of the Northwest quarter (S. $\frac{1}{2}$ N. W.) and the Northwest quarter of the Southwest quarter (N. W. S. W.) of Section Eighteen (18), the Southwest quarter of the Northwest quarter (S. W. N. W.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Thirty-four (34) in Township Thirteen (13) South, Range Three (3) East of Willamette Meridian.

Lots One (1), Two (2), Three (3) and Four (4), the Southeast quarter of the Northeast quarter (S. E. N. E.), the Southwest quarter (S. W. $\frac{1}{4}$) the Northeast quarter of the Southeast quarter (N. E. S. E.) and the South Half of the Southeast quarter (S. $\frac{1}{2}$ S. E.) of Section One (1), all of Section Two (2), the West Half (W. $\frac{1}{2}$) of Section Six (6), the Southeast quarter of the Southwest quarter (S. E. S. W.) the West Half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Eight (8), the North Half of [489] the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Southeast quarter of the Northeast quarter (S. E. N. E.) the Northeast quarter of the Northwest quarter (N. E. N. W.) and the South Half of the South Half (S. $\frac{1}{2}$ S. $\frac{1}{2}$) of Section Ten (10), the East Half of the East Half (E. $\frac{1}{2}$ E. $\frac{1}{2}$) and the Northwest quarter (N. W. $\frac{1}{4}$) of Section Twelve (12), the Northeast quarter of the Southwest quarter (N. E. S. W.) the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) and the Southwest quarter of the Southeast quarter (S. W. S. E.) of Section

Thirteen (13), the Northwest quarter (N. W. $\frac{1}{4}$) of Section Fourteen (14), all of Section Sixteen (16), the Northeast quarter (N. E. $\frac{1}{4}$) of Section Twenty (20), the Northwest quarter (N. W. $\frac{1}{4}$) of Section Twenty-one (21), the North Half of the North Half (N. $\frac{1}{2}$ N. $\frac{1}{2}$) of Section Twenty-two (22), the Northeast quarter of the Northwest quarter (N. E. N. W.), the South Half of the Northwest quarter (S. $\frac{1}{2}$ N. W.) and the Northwest quarter of the Southwest quarter (N. W. S. W.) of Section Twenty-three (23) in Township Thirteen (13) South, Range Four (4), East, W. M.

Lots Three (3) and Four (4), the East half of the Southwest quarter (E. $\frac{1}{2}$ S. W.) the West half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Two (2), the Southwest quarter of the Northwest quarter (S. W. N. W.) of Section Twelve (12), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Southeast quarter of the Northeast quarter (S. E. N. E.) and the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Fourteen (14), the Southwest quarter of the Northwest quarter (S. W. N. W.) of Section Nineteen (19), the Northwest quarter (N. W. $\frac{1}{4}$) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-two (22), the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-four (24), the Northeast quarter of the Northeast quarter (N. E. N. E.) the West Half of the Northeast quarter (W. $\frac{1}{2}$ N. E.), and the Southwest quarter (S. W. $\frac{1}{4}$) of Section Twenty-six (26), in Township Fourteen (14) South Range One (1) East of Willamette Meridian.

The Northeast quarter (N. E. $\frac{1}{4}$) the North Half of the Northwest [490] quarter (N. $\frac{1}{2}$ N. W.) the Southwest quarter of the Northwest quarter (S. W. N. W.) and the Northwest quarter of the Southwest quarter (N. W. S. W.) of Section Four (4), Lots One (1), Two (2) Three (3), the Southeast quarter of the Northwest quarter (S. E. N. W.) Lots Six (6), Seven (7), the Southeast quarter of the Southwest quarter (S. E. S. W.) and the Southwest quarter of the Southeast quarter (S. W. S. E.) of Section Six (6), the Northwest quarter of the Northeast quarter (N. W. N. E.) and the West Half of the Southwest quarter (W. $\frac{1}{2}$ S. W.) of Section Eight (8), lot Three (3) of Section Ten (10), Lots One (1) and Two (2), the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) Lots Three (3) and Four (4), the Southeast quarter of the Northwest quarter (S. E. N. W.) and the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Twelve (12), the East Half of the Southeast quarter (E. $\frac{1}{2}$ S. E.) of Section Fourteen (14), Lots Three (3), and Four (4), the Southwest quarter of the Northwest quarter (S. W. N. W.) and the South Half of the South Half (S. $\frac{1}{2}$ S. $\frac{1}{2}$) of Section Sixteen (16), the Northeast quarter of the Southwest quarter (N. E. S. W.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Eighteen (18), Lots One (1), Two (2) and the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.), lots Three (3), Four (4), and the South Half of the Northwest quarter— (S. $\frac{1}{2}$ N. W.) the North Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) and the Southwest quarter of the Southwest quarter (S. W. S. W.) of

Section Twenty (20), the North Half of the North-east quarter (N. $\frac{1}{2}$ N. E.) the Southeast quarter of the Northeast quarter (S. E. N. E) the Northwest quarter (N. W. $\frac{1}{4}$) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-two (22), the South Half (S. $\frac{1}{2}$) of Section Twenty-four (24), all of Section Twenty-six (26) the North Half (N. $\frac{1}{2}$) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-eight (28), the Northeast quarter (N. E. $\frac{1}{4}$) and the South Half (S. $\frac{1}{2}$) of Section Thirty (30), the West Half (W. $\frac{1}{2}$) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Thirty-two (32), the Southwest quarter (S. W. $\frac{1}{4}$) of Section Thirty-four (34) in Township Fourteen (14) South, Range Two (2) East of Wil-lamette Meridian. [491]

Lot Four (4), the South Half of the Northwest quarter (S. $\frac{1}{2}$ N. W.) and the East Half of the Southeast quarter (E. $\frac{1}{2}$ S. E.) of Section Two (2), Lot Two (2) and the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) Lots Three (3) and Four (4) and the South Half of the Northwest quarter (S. $\frac{1}{2}$ N. W.) the West Half of the Southwest quarter (W. $\frac{1}{2}$ S. W.), the Southeast quarter of the South-west quarter (S. E. S. W.) and the Southeast quar-ter (S. E. $\frac{1}{4}$) of Section Four (4), Lot One (1), the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) Lots Four (4) Five (5), the Southeast quarter of the Northwest quarter (S. E. N. W.) the Northeast quarter of the Southwest quarter (N. E. S. W.) Lots Six (6), Seven (7), the Northeast quarter of the Southeast quarter (N. E. S. E.) and the South Half of the Southeast quarter (S. $\frac{1}{2}$ S. E.) of Section Six (6), the Southwest quarter of the Northeast quarter (S. W. N. E.) the West Half of the Northwest quar-

ter (W. $\frac{1}{2}$ N. W.) the Southeast quarter of the Northwest quarter (S. E. N. W.) the North Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) and the Southwest quarter of the Southwest quarter (S. W. S. W.) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Eight (8), all of Section Ten (10), the Northeast quarter (N. E. $\frac{1}{4}$) the Northwest quarter of the Southwest quarter (N. W. S. W.) the South Half of the Southwest quarter (S. $\frac{1}{2}$ S. W.) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Eleven (11), the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) the West Half (W. $\frac{1}{2}$) the Northeast quarter of the Southeast quarter (N. E. S. E.) and the Southwest quarter of the Southeast quarter (S. W. S. E.) of Section Twelve (12), all of Section Fourteen (14), all of Section Sixteen (16), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) and the Northwest quarter of the Northwest quarter (N. W. N. W.) of Section Seventeen (17), the East Half (E. $\frac{1}{2}$) and Lot Four (4) of Section Eighteen (18), the North Half (N. $\frac{1}{2}$) and the Southwest quarter (S. W. $\frac{1}{4}$) of Section Twenty (20), the Northwest quarter (N. W. $\frac{1}{4}$) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-two (22), the West Half (W. $\frac{1}{2}$) of Section Twenty-four (24), the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-six (26), the West Half (W. $\frac{1}{2}$) of Section Twenty-eight (28), the Northeast quarter (N. E. $\frac{1}{4}$) of Section Thirty-one [492] (31) all of Section Thirty-four (34), all of Section Thirty-five (35) and all of Section Thirty-six (36) in Township Fourteen (14) South Range Three (3) East of Willamette Meridian.

The Southeast quarter of the Southeast quarter

(S. E. S. E.) of Section Seven (7), the North Half of the Southwest quarter (N. $\frac{1}{2}$ S. W.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Eight (8), the South Half of the Northwest quarter (S. $\frac{1}{2}$ N. W.) of Section Fifteen (15), all of Section Sixteen (16), the Northeast quarter of the Southeast quarter (N. E. S. E.) of Section Seventeen (17), the Southeast quarter of the Northeast quarter (S. E. N. E.) lots Three (3) and Four (4) the West Half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Eighteen (18), the Northeast quarter of the Southwest quarter (N. E. S. W.) and the South Half of the South Half (S. $\frac{1}{2}$ S. $\frac{1}{2}$) of Section Twenty (20), the West Half of the Northeast quarter (W. $\frac{1}{2}$ N. E.) the Southeast quarter of the Northeast quarter (S. E. N. E.) the West Half (W. $\frac{1}{2}$) the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Twenty-two (22), the West Half of the Northeast quarter (W. $\frac{1}{2}$ N. E.) the Northwest quarter (N. W. $\frac{1}{4}$) the Northwest quarter of the Southwest quarter (N. W. S. W.) the Southeast quarter of the Southwest quarter (S. E. S. W.) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-four (24), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Northeast quarter of the Northwest quarter (N. E. N. W.) of Section Twenty-five (25), the Northwest quarter of the Northwest quarter (N. W. N. W.) of Section Twenty-seven (27), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Southwest quarter of the Northeast quarter (S. W. N. E.) the Northwest quarter (N. W. $\frac{1}{4}$) the North Half of the Southwest quar-

ter (N. $\frac{1}{2}$ S. W.) the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) and the Southwest quarter of the Southeast quarter (S. W. S. E.), of Section Twenty-eight (28), the Northeast quarter of the Northeast quarter (N. E. N. E.) the South Half of the Northeast quarter (S. $\frac{1}{2}$ N. E.) the West Half (W. $\frac{1}{2}$) and the West Half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) of Section Twenty-nine (29), [493] Lots One (1), Two (2), Three (3), Four (4), and the East Half (E. $\frac{1}{2}$) of Section Thirty (30), Lots One (1) Two (2) Three (3) and Four (4) and the East Half (E. $\frac{1}{2}$) of Section Thirty-one (31), the Northwest quarter of the Northeast quarter (N. W. N. E.) and the West Half (W. $\frac{1}{2}$) of Section Thirty-two (32) in Township Fourteen (14) South, Range Four (4) East of Willamette Meridian.

Lots One (1) Two (2) Three (3) Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) Ten (10), Eleven (11) Twelve (12) Thirteen (13) Fourteen (14), Fifteen (15), Sixteen (16) and the South Half (S. $\frac{1}{2}$) of Section One (1), Lots one (1) Two (2) Three (3), Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10), Eleven (11) Twelve (12), Thirteen (13) and Sixteen (16) and the West Half of the Southwest quarter (W. $\frac{1}{2}$ S. W.) the Southeast quarter of the Southwest quarter (S. E. S. W.) and the South Half of the Southeast quarter (S. $\frac{1}{2}$ S. E.) of Section Two (2), Lots One (1) Two (2), Three (3), Four (4), Five (5), Six (6) Seven (7) Eight (8), Nine (9) Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), and the South Half (S. $\frac{1}{2}$) of Section Three (3), Lots One (1) Two (2) Three

(3), Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10), Eleven (11) Twelve (12), Thirteen (13), Fourteen (14) Fifteen (15) Sixteen (16) and the South Half (S. $\frac{1}{2}$) of Section Four (4), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) Eight (8) Nine (9) Ten (10), Eleven (11), Twelve (12) Thirteen (13), Fourteen (14), Fifteen (15) Sixteen (16) and the South Half (S. $\frac{1}{2}$) of Section Five (5), Lots One (1) Two (2), Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9), Ten (10), Eleven (11), Twelve (12) Thirteen (13) Fourteen (14) the East Half of the Southwest quarter (E. $\frac{1}{2}$ S. W.) and the Southeast quarter (S. E. $\frac{1}{4}$) of Section Six (6), all of Section Eight (8), all of Section Nine (9), all of Section Ten (10), all of Section Eleven (11), all of Section Twelve (12), all of Section Thirteen (13), [494] all of Section Fourteen (14), all of Section Fifteen (15) the East Half (E. $\frac{1}{2}$) of Section Seventeen (17) and all of Section Eighteen (18), in Township Fifteen (15) South Range Three (3) East of Willamette Med. containing 41967.40 acres more or less according to the Government Survey thereof.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part its successors and assigns, FOREVER.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and

seals the day and year last above written.

CHARLES A. SMITH. [Seal]

JOHANNA A. SMITH. [Seal]

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered in presence of

ETHEL STEELE.

CHARLES L. TRABERT.

State of Minnesota,
County of Hennepin,—ss.

This certifies that on this 4th day of June, 1906, before me, the undersigned Charles L. Trabert, a notary public in and for said county and State, personally appeared the within named Charles A. Smith and Johanna A. Smith, his wife, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

[Seal] CHARLES L. TRABERT,
Notary Public in and the County of Hennepin,
and State of Minnesota.

My commission expires 30th day of October, 1909.
[495]

Endorsed :

Compared 7939 Indexed

DEED.

C. A. Smith et ux. to
Linn & Lane Timber Co.
Linn County, Oregon.

12-3 & 4	E.
13-1, 2, 3, & 4	E.
14-1, 2, 3, & 4	E.
15-3	E.

(1)

State of Oregon,
County of Linn,—ss.

I hereby certify that the within was received and duly recorded by me in Linn County Records, Book of ———— Vol. 87 Page 394 on the 9 day of Sept. 1908 at 8-12 o'clock A. M.

GRANT FROMAN,
Recorder of Linn County, Oregon.

By _____,
Deputy.

Filed May 10, 1910. G. H. Marsh, Clerk.

[496]

U. S. Exhibit No. 157.

(Govt. Ex. 61.)

THIS INDENTURE, Made this 28th day of May in the year of our Lord one thousand nine hundred and seven (1907) between Charles J. Swanson and Christine Swanson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and the Linn and Lane Timber Company a corporation organized and existing under the laws

of the State of Minnesota, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten 00/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns Forever, an undivided one-fourth interest in a tract or parcel of land, lying and being in the County of Linn and State of Oregon, and described as follows, to-wit:

The Northeast quarter of the Southwest quarter (N. E. S. W.) the South Half of the Southwest quarter (S. $\frac{1}{2}$ S. W.) and the Northwest quarter of the Southeast quarter (N. W. S. E.) of Section Ten (10), in Township Thirteen (13) South Range One (1) East of Willamette Meridian.

The North Half of the Northwest quarter (N. $\frac{1}{2}$ N. W.) the East Half of the Southwest quarter (E. $\frac{1}{2}$ S. W.) the West Half of the Southeast quarter (W. $\frac{1}{2}$ S. E.) and the Southeast quarter of the Southeast quarter (S. E. S. E.) of Section Two (2), the Southwest quarter of the Northwest quarter (S. W. N. W.) of Section Twelve (12), the North Half of the Northeast quarter (N. $\frac{1}{2}$ N. E.) the Southeast quarter of the Northeast quarter (S. E. N. E.) and the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Fourteen (14), the Northwest quarter (N. W. $\frac{1}{4}$) the Southeast quarter (S. E. $\frac{1}{4}$) of Section Twenty-two (22), the North Half of the Southeast quarter (N. $\frac{1}{2}$ S. E.) of Section Twenty-four (24), and the Southwest quarter (S. W. $\frac{1}{4}$) of Section Twenty-six (26) in Township

[497] Fourteen (14) South Range One (1) East of Willamette Meridian.

The North East quarter (N. E.) of Section Eighteen (18), Township Twenty-three (23), S. Range One (1) E.

The South West quarter (S. W.) of Section Four (4) the North half of the North East quarter (N. $\frac{1}{2}$ N. E.), the North half of the North West quarter (N. $\frac{1}{2}$ N. W.) the South West quarter of the North West quarter (S. W. N. W.) and the East half of the South East quarter (E. $\frac{1}{2}$ S. E.) of Section Eight (8), the South East quarter (S. E.) of Section Fourteen (14), the North Half of the North Half (N. $\frac{1}{2}$ N. $\frac{1}{2}$) of Section Twenty (20) the North East quarter (N. E. $\frac{1}{4}$) of Section Thirty (30) and the South West quarter (S. W.) of Section Thirty-four (34), all being in Township Thirteen (13) S. Range Two (2) E.

The North West quarter of the South West quarter (N. W. S. W.) of Section Four (4) the East half of the North West quarter (E. $\frac{1}{2}$ N. W.) of Section Six (6), the North West quarter of the North East quarter (N. W. N. E.) and the West half of the South West quarter (W. $\frac{1}{2}$ S. W.) of Section Eight (8) the North East quarter (N. E.) the East half of the North West quarter (E. $\frac{1}{2}$ N. W.) the North half of the South East (N. $\frac{1}{2}$ S. E.) of Section Twelve (12) and the North West quarter of the North of the North East quarter (N. W. N. E.) the North half of the North West quarter (N. $\frac{1}{2}$ N. W.) the South East quarter of the North West quarter (S. E. N. W.) of Section Twentey Two (22) and all of Section Twenty Six (26), all being in

Township Fourteen (14) S., Range Two (2) E.

The North East quarter (N. E.) the South East quarter of the North West quarter (S. E. N. W.) the West half of the West half (W. $\frac{1}{2}$ W. $\frac{1}{2}$) the South East quarter of the South West quarter (S. E. S. W.) and the South Half of the South East quarter (S. $\frac{1}{2}$ S. E.) of Section Two (2), the North East of the South West quarter (N. E. S. W.) the South half of the South West quarter (S. $\frac{1}{2}$ S. W.) the South West quarter of the South East quarter (S. W. S. E.) of Section Eight (8) the North half [498] of the North East quarter (N. $\frac{1}{2}$ N. E.) the East half of the North West quarter (E. $\frac{1}{2}$ N. W.) and the South West quarter (S. W.) of Section Ten (10), the North half of the North East quarter (N. $\frac{1}{2}$ N. E.) ~~the East half of the North West quarter (E. $\frac{1}{2}$ N. W.)~~ the East half of the North West Quarter (E. $\frac{1}{2}$ N. W.) of Section Twelve (12), the North West quarter of the North East quarter (N. W. N. E.) the East half of the North West Quarter (E. $\frac{1}{2}$ N. W.) the South West quarter of the North West quarter (S. W. N. W.) of Section Eighteen (18) the South West quarter of the North West quarter (S. W. N. W.) of Section Thirty-four (34), all being in Township Thirteen (13) S., Range Three (3) E.

All of Section Ten (10) the North half of the North East quarter (N. $\frac{1}{2}$ N. E.) the South East quarter of the North East quarter (S. E. N. E.) the North East quarter of the South East quarter (N. E. S. E.) the West half of the South West quarter (W. $\frac{1}{2}$ S. W.) the South East quarter of the Southwest quarter (S. E. S. W.) and the South West

quarter of the South East quarter (S. W. S. E.) of Section Eleven (11) The West half (W. $\frac{1}{2}$) of Section Twelve (12) the North West quarter of the North West quarter (N. W. N. W.) of Section Seventeen (17) The North half of the North East quarter (N. $\frac{1}{2}$ N. E.) the South West quarter of the North East quarter (S. W. N. E.) the South East quarter (S. E.) the South East quarter of the North East quarter (S. E. N. E.) of Section Eighteen (18) the South West quarter (S. W.) of Section Twenty (20) all being in Township Fourteen (14) S. Range Three (3) E.

The North East quarter (N. E.) and the south half (S. $\frac{1}{2}$) of Section Two (2), the West Half (W. $\frac{1}{2}$) of Section Six (6) the *the* North West quarter (N. W.) of Section Twelve (12), the North East *quar-* of the Southwest quarter (N. E. S. W.) the South West quarter of the South East quarter (S. W. S. E.) the North half of the South East quarter (N. $\frac{1}{2}$ S. E.) of Section Thirteen (13) the North West quarter (N. W.) of Section Fourteen (14) the North East quarter (N. E.) of Section Twenty (20) the North West quarter (N. W.) of Section Twenty One (21) [499] the North half of the North half (N. $\frac{1}{2}$ N. $\frac{1}{2}$) of Section Twenty Two (22), all being in Township Thirteen (13) S. Range Four (4) E.

The South West quarter (S. W.) the South half of the South East quarter (S. $\frac{1}{2}$ S. E.) of Section Eighteen (18) the East half of *of* the South West quarter (E. $\frac{1}{2}$ S. W.) the South Half of the South East quarter (S. $\frac{1}{2}$ S. E.) of Section Twenty (20) the South East quarter of the North East quarter (S. E. N. E.) the west half of the North East quarter

(W. $\frac{1}{2}$ N. E.) the North West quarter (N. W.) and the North half of the South half (N. $\frac{1}{2}$ S. $\frac{1}{2}$) the South West quarter of the South West (S. W. S. W.) of Section Twenty Two (22) the South West quarter of the North East quarter (S. E. N. E.) East half of the North West quarter (E. $\frac{1}{2}$ N. W.) the South West quarter of the North West quarter (S. W. N. W.) of Section Twenty-four (24) the North West quarter of the North West quarter (N. W. N. W.) of Section Twenty-seven (27) the North half of the North East quarter (N. $\frac{1}{2}$ N. E.) the South West quarter of the North East quarter (S. W. N. E.) the North West quarter (N. W.) and the North half of the South half (N. $\frac{1}{2}$ S. $\frac{1}{2}$) of Section Twenty eight (28), the East half of the North East quarter (E. $\frac{1}{2}$ N. E.) the South West quarter of the North East quarter (S. W. N. E.) the North West quarter of the South East quarter (N. W. S. E.) the East half of the West half (E. $\frac{1}{2}$ W. $\frac{1}{2}$) of Section Twenty Nine (29), all being in Township Fourteen (14) S. Range Four (4) E. of Willamette Meridian, Oregon.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the *of the* second part, his heirs and assigns, FOREVER, ~~And the said Charles J. Swanson, party of the first part, for himself and his heirs, executors and administrators, does covenant~~

with the said party of the second part, his heirs and assigns, that he is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all [500] incumbrances, and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will **WARRANT AND DEFEND**.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CHARLES J. SWANSON. (Seal)

CHRISTIN SWANSON. (Seal)

Signed, sealed and delivered, in presence of
HENRY EBERT.
A. S. KEYES.

State of Minnesota,
County of Hennepin,—ss.

On this 28th day of May, 1907, before me, a Notary Public, within and for said County, personally appeared Charles J. Swanson and Christine Swanson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Seal]

HENRY EBERT,

Notary Public, Hennepin County, Minnesota.

My commission expires Sept. 15, 1907.

Endorsed:

Compared 7938 DEED 3.60 Indexed
Chas. J. Swanson et ux to Linn and Lane Tbr. Co.
May 28, 1907.

14-1, 2, 3, & 4—E

13-2, 3, & 4—E (2)

State of Oregon,
County of Linn,—ss.

I hereby certify that the within was received and duly recorded by me in Linn County Records, Book of ——— Vol. 87, Page 391, on the 9th day of Sept. 1908, at 8-10 o'clock A. M.

GRANT FROMAN,
Recorder of Linn County, Oregon.

By _____,
Deputy.

Filed May 10, 1910. G. H. Marsh, Clerk. [501]

U. S. Exhibit No. 161.

(Govt. Exhibit 65.)

THIS INDENTURE, Made this 15th day of August in the year of our Lord one thousand nine hundred and seven between Nils O. Werner and Eva C. Werner, his wife of the County of Hennepin and State of Minnesota, parties of the first part, and the Linn and Lane Timber Company of the County of Hennepin and State of Minnesota party of the second part;

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by the said party of the second part, the receipt

whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, Remise, Release, Quit-claim and Convey unto the said party of the second part, their successors and assigns, Forever, all the following tract or parcel of land lying and being in the County of Linn and State of Oregon, described as follows, to-wit:

The south half of Section Twenty-four (24) township Fourteen (14) South, Range Two (2) east Willamette Meridian; also all of Section Fourteen (14); also the north half of Section Twenty (20); the northwest quarter and the southeast quarter of section twenty-two (22); the west half of Section Twenty-four (24); the southeast quarter of Section Twenty-six (26); the west half of Section Twenty-eight (28); the northeast quarter of Section Thirty-one (31); also all of Sections Thirty-four (34) and Thirty-five (35), in Township Fourteen south, Range three east of Willamette meridian, also the northwest quarter of the southeast quarter of Section eighteen (18); the northeast quarter of the northeast quarter of Section Twenty-five (25); the southwest quarter of the southeast quarter of Section Twenty-eight (28); the west half of the west half of Section Twenty-nine (29); all of Sections Thirty (30) and Thirty-one (31); and the west half of Section Thirty-two (32), in Township Fourteen south, range four (4) [502] east Willamette meridian.

TO HAVE AND TO HOLD, the above Quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second

part, their successors and assigns, Forever.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

NILS O. WERNER. (Seal)

EVA C. WERNER. (Seal)

_____. (Seal)

_____. (Seal)

Signed, sealed and delivered in presence of

A. V. OSTROM.

CARL H. SOMMER.

State of Minnesota,
County of Hennepin,—ss.

On this 15th day of August in the year one thousand nine hundred and seven, before me, A Notary Public in and for said County and State, personally appeared Nils O. Werner and Eva C. Werner, his wife, to me known to be the persons who are described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same.

[Seal]

A. V. OSTROM,

Notary Public Hennepin County, State of Minnesota.

My commission expires Feb. 1st, 1914.

Endorsed:

Compared QUITCLAIM DEED 7937 Indexed
Nils O. Werner and Eva C. Werner, his wife, to
Linn and Lane Timber Company 14-1, 2, 3, &
4—E.

OFFICE OF REGISTER OF DEEDS.

County of Linn, Oregon.

I hereby certify that the within Instrument was

filed in this office for record on the 9 day of Sept. A. D., 1908, at 8:08 o'clock A. M. and was duly recorded in Book 87 of 390 on page _____

GRANT FROMAN,

Register of Deeds.

Filed May 10, 1910. G. H. Marsh, Clerk. [503]

U. S. Exhibit No. 162.

UNITED STATES OF AMERICA.

STATE OF OREGON.

Office of the Secretary of State.

I, F. W. BENSON, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of a duly authenticated copy of the certificate of incorporation of the LINN AND LANE TIMBER COMPANY, incorporated under the laws of the State of Minnesota, with the original authenticated copy of certificate of incorporation of the said LINN AND LANE TIMBER COMPANY, together with the endorsements thereon, filed in the Office of the Secretary of State of the State of Oregon on the 25th day of June, A. D. 1906, and that the same is a full, true and correct transcript therefrom and of the whole thereof.

I FURTHER CERTIFY that the said LINN AND LANE TIMBER COMPANY has complied with all the provisions of "An Act to provide for the licensing of domestic corporations and foreign corporations, joint stock companies and associations, etc.," approved February 16, 1903, and has the right,

therefore, to transact business in Oregon as required by such statutes providing for the licensing of domestic and foreign corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of September, A. D. 1908.

[State Seal]

F. W. BENSON,
Secretary of State. [504]

CERTIFICATE OF INCORPORATION
of

LINN AND LANE TIMBER COMPANY.

The undersigned having associated to form a corporation under the General Laws of the State of Minnesota, do hereby certify:

I.

The name of the Corporation shall be LINN AND LANE TIMBER COMPANY; the general nature of its business shall be to buy, hold, and sell timber and other lands and tenements in the United States of America, and to conduct forestry, mining and agricultural operations on the same; to carry on logging operations, and buy, sell, store and transport logs and other forest products for itself and others; to build and operate mills for the manufacture of lumber, and other wood and forest products; to construct and operate dams, sluices, ditches, flumes, chutes, booms, tramways and other appliances, for irrigation, and for carrying on the mining, agricultural, logging and manufacturing operations of the corporation; to de-

velop electric energy and other power for the operation of its works and the transportation of its products, and for sale. The principal place of transacting the business of the corporation shall be at the City of Minneapolis, in the State of Minnesota.

II.

The period of duration of the corporation shall be thirty (30) years.

III.

The names and places of residence of the incorporators are Charles A. Smith, Johanna A. Smith and John Lind, all residing at Minneapolis, Minnesota.

IV.

The management of the corporation shall be vested in a board of directors consisting of three persons, who shall elect from their [505] own number a president and a vice president of the corporation, and they shall also elect a secretary and treasurer, who are not required to be directors or stockholders, and they may elect the same person to hold both of said last named offices. The date of the annual meeting at which said board shall be elected shall be the second Tuesday in January in each year. The above named Charles A. Smith, Johanna A. Smith and John Lind, whose addresses are Minneapolis, Minnesota, shall compose the board of directors until the first election of directors in January, 1907.

V.

The amount of capital stock of this corporation is one hundred Thousand Dollars (\$100,000). The same shall be paid in as required by the Board of

Directors, and shall be divided into one thousand (1000) shares of one hundred dollars (\$100) par value each.

VI.

The highest amount of indebtedness or liability to which the corporation shall at any time be subject is one million dollars (\$1,000,000).

IN WITNESS WHEREOF, we have hereunto subscribed our names this 23rd day of May, 1906.

CHARLES A. SMITH.

JOHANNA A. SMITH.

JOHN LIND.

CHARLES L. TRABERT.

L. EUGENE MINAR.

State of Minnesota,
County of Hennepin,—ss.

On this 23rd day of May, 1906, before me personally appeared Charles A. Smith, Johanna A. Smith and John Lind, to me known to be the persons described in and who executed the foregoing Certificate of Incorporation, and acknowledged that they executed the same as their free act and deed.

[L. S.] CHARLES L. TRABERT,

Notary Public, Hennepin County, Minnesota.

My commission expires Oct. 30, 1909. [506]

I, Vernon A. Smith, do hereby certify that I am the Secretary of the Linn and Lane Timber Company, a corporation organized under the Laws of the State of Minnesota, with its principal place of business at the City of Minneapolis, in said State of Minnesota; that as such Secretary, I am the legal keeper of the original Certificate or Articles of Incorporation of

said Linn and Lane Timber Company, and that said original Certificate or Articles are now in my custody as such Secretary; that I have compared the foregoing Certificate of Incorporation of said Linn and Lane Timber Company with the said original Certificate or Articles of Incorporation of said Linn and Lane Timber Company, and that the same is a true and correct copy of said original Certificate or Articles, and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Linn and Lane Timber Company at the city of Minneapolis, in said State of Minnesota, this 19 day of June, A. D. 1906.

[Corporate Seal] VERNON A. SMITH,
Secretary of the Linn and Lane Timber Company.

State of Minnesota,
Department of State.

I, P. E. Hanson, the Secretary of State of the State of Minnesota, do hereby certify that Vernon A. Smith, the Secretary of the Linn and Lane Timber Company, whose signature is affixed to the foregoing certificate, has the requisite official knowledge as to whether the certificate or articles of incorporation of said Linn and Lane Timber Company are of a genuine, valid and subsisting character, and that said Vernon A. Smith is the officer of the said Linn and Lane Timber Company who has the legal custody of the original Certificate or Articles of Incorporation of the said Linn and Lane Timber Company, and that the foregoing copy of the Certificate or Articles

of Incorporation of said Linn and Lane Timber Company is duly certified by said [507] Vernon A. Smith as the officer of said Company who has the legal custody of said original certificate or Articles of Incorporation.

WITNESS my official signature hereunto subscribed and the seal of the State of Minnesota hereunto affixed this 19 day of June in the year of our Lord one thousand nine hundred and six.

[State Seal]

P. E. HANSON,
Secretary of State.

(Endorsed:)

F-341

Certified Copy of Certificate of Incorporation of LINN AND LANE TIMBER COMPANY. Filed in the office of the Secretary of State of the State of Oregon, for Record at Nine o'clock A. M., the 25th day of June, 1906, and recorded on page — of Book — of Records of Articles of Incorporation of private corporations.

F. I. DUNBAR,
Secretary of State.

Filed May 10, 1910. G. H. Marsh, Clerk. [508]

U. S. Exhibit No. 163.

UNITED STATES OF AMERICA.

STATE OF OREGON.

Office of the Secretary of State.

I, F. W. BENSON, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of Power of Attorney from LINN AND LANE TIMBER COMPANY to FRED A. KRIBS, with the original Power of Attorney from LINN AND LANE TIMBER COMPANY to FRED A. KRIBS, together with the endorsements thereon, filed in the Office of the Secretary of State of the State of Oregon on the 25th day of June, A. D. 1906, and that the same is a full, true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23d day of September, A. D. 1908.

[State Seal]

F. W. BENSON,

Secretary of State. [509]

POWER OF ATTORNEY—Foreign Corporations.

To be executed, acknowledged and recorded in the office of the Secretary of State by a foreign corporation. Required under the provisions of "An Act to provide for the licensing of domestic corporations and foreign corporations, joint stock companies and associations, etc.," approved February 16, 1903, before transacting business in the State of Oregon.—Sec. 6, p. 44, Laws of 1903.

KNOW ALL MEN BY THESE PRESENTS:

That LINN AND LANE TIMBER COMPANY is a corporation duly organized under and by virtue of the laws of Minnesota, having its principal place of business in the City of Minneapolis, Minnesota, and

a place of business in Portland, in the State of Oregon.

That said LINN AND LANE TIMBER COMPANY has made, constituted and appointed, and does hereby make, constitute and appoint FRED A. KRIBS, a citizen of the United States, and a citizen and resident of the State of Oregon, residing at Portland, Oregon, and whose place of business is at No. 330, Chamber of Commerce Street, its true and lawful Attorney in Fact and authorized Agent for it, and in its name, place and stead to make and accept all service of all writs, processes and summonses in any action, suit or proceeding in any of the courts of the State of Oregon, or United States courts therein, and upon whom all lawful writs, processes and summonses may be served with the same effect as though the company existed in the State of Oregon, requisite and necessary to give competent and complete jurisdiction of the said LINN AND LANE TIMBER COMPANY to any of the said courts;

GIVING AND GRANTING unto said FRED A. KRIBS full power and authority to do and perform every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the said LINN AND LANE TIMBER COMPANY might or could do if personally present, hereby ratifying and confirming all that the said FRED A. KRIBS shall lawfully do or cause to be done by authority thereof. [510]

This Power of Attorney is irrevocable except by the substitution of another qualified person for the one hereby appointed Attorney in Fact.

IN WITNESS WHEREOF, said corporation, in pursuance of a resolution duly adopted by its Board of Directors has caused this instrument to be executed in its name by its President and Secretary and its Corporate Seal to be hereto affixed the 9 day of June, 1906.

(Corporate Seal)

LINN AND LANE TIMBER CO. (Seal)

C. A. SMITH, (Seal)

President.

V. A. SMITH, (Seal)

Secretary.

State of Minnesota,
County of Hennepin,—ss.

THIS CERTIFIES, that on this 9 day of June, 1906, before the undersigned, a Notary Public in and for said county and State personally appeared the within named CHARLES A. SMITH, the President and VERNON A. SMITH, the Secretary of the LINN AND LANE TIMBER COMPANY, the corporation mentioned in and which executed the foregoing Power of Attorney and acknowledged that they executed the same by the authority and on behalf of said LINN AND LANE TIMBER COMPANY pursuant to a resolution of the Board of Directors of said corporation, duly adopted on the 9 day of June, 1906; and VERNON A. SMITH, the Secretary of said LINN AND LANE TIMBER COMPANY, further acknowledged that the Corporate Seal hereinbefore attached and impressed herein is the Corporate Seal of said Corporation and was affixed thereto by him.

IN TESTIMONY WHEREOF, I have hereunto

set my hand and notarial seal this 9th day of June, 1906.

(L. S.) MAUD GOLDSBURY,
Notary Public, Hennepin Co., Minn.

My commission expires April 10, 1908. [511]
(Endorsed):

F-341. POWER OF ATTORNEY, LINN AND
LANE TIMBER CO.

TO

FRED A. KRIBS

Filed,

June 25, 1906.

F. I. DUNBAR,

Secretary of State.

Filed May 10, 1910. G. H. Marsh, Clerk. [512]

U. S. Exhibit No. 168.

UNITED STATES OF AMERICA.

STATE OF OREGON.

Office of the Secretary of State.

I, F. W. BENSON, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify: That I have carefully compared the annexed copy of the declaration of purpose to engage in business in the State of Oregon of the LINN AND LANE TIMBER COMPANY, with the original declaration of purpose to engage in business in the State of Oregon of the said LINN AND LANE TIMBER COMPANY, together with the endorsements thereon, filed in the Office of the Secretary of State of the State of Oregon on the 25th day of June, A. D. 1906, and that the same is a full, true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23d day of September, A. D. 1908.

[State Seal]

F. W. BENSON,

Secretary of State. [527]

DECLARATION—Foreign Corporation.

This declaration must be accompanied by a certified copy of the charter, or articles of incorporation of such foreign corporation, joint stock company or association, certified to by the legal keeper of the original, together with a certificate of the Secretary of State of a State or Territory of the United States, or of the United States Ambassador, Minister, Consul General, Vice Consul or Charge d’Affaires in a foreign country, under whose jurisdiction such corporation, joint stock company or association was formed, that such certifying officer has the requisite official knowledge as to whether such charter or articles of incorporation are of a genuine, valid and subsisting character, and that such character is duly certified by the officer having the legal custody of the original.

Corporation

Fee Book No. 1.

No. F-341

Page No. 55.

DECLARATION OF PURPOSE TO ENGAGE
IN BUSINESS IN THE STATE OF OREGON.

KNOW ALL MEN BY THESE PRESENTS:

That the LINN AND LANE TIMBER COMPANY, a Corporation, organized and existing under and pursuant to the Laws of Minnesota, having its principal office at Number 410 Andrus Building *Street*, in the City of Minneapolis, Minnesota, hereby makes the following declaration of its desire and purpose to engage in business within the State of Oregon, which declaration is accompanied by a duly authenticated copy of its certificate of incorporation in compliance with the provisions of "An Act to provide for the licensing of Domestic Corporations and Foreign Corporations, Joint Stock Companies and Associations, etc.," approved February 16, 1903:

The full name under which it proposes to transact business is

LINN AND LANE TIMBER COMPANY.

The name of the State or Country under whose laws it was organized in State of Minnesota.

The location of its home office is at Number 410 Andrus Bldg., in the City of Minneapolis, State of Minnesota.

The date of its formation or incorporation was the 31st day of May, 1906. [528]

The amount of its capital stock is One Hundred Thousand (\$100,000) Dollars.

The nature of the pursuit, business, or occupation in which it is authorized to engage is to buy, hold,

and sell timber and other lands and tenements in the United States of America, and to conduct forestry, mining and agricultural operations on the same, to carry on logging operations, and buy, sell, store and transport logs and other forest products for its self and others; to build and operate mills for the manufacture of lumber and other wood and forest products to construct and operate dams, sluices, ditches, flumes, chutes, booms, tramways and other appliances for irrigation and for carrying on the mining, agricultural, logging and manufacturing operations of the corporation; to develop electric energy and other power for the operation of its works and the transportation of its products and for sale.

Said corporation will commence the transaction of business in the State of Oregon on the 25th day of June, 1906.

The location of the Principal office within the State of Oregon is at Number 330 Chamber of Commerce, in the City of Portland, County of Multnomah.

The name of its Attorney in Fact constituted and appointed in accordance with the provisions of Section 6 of "An Act to provide for the licensing of Domestic Corporations and Foreign Corporations, Joint Stock Companies and Associations, etc.," approved February 16, 1903, is Fred A. Kribs, whose business address is at Number 330 Chamber of Commerce, in the City of Portland, in the County of Multnomah.

The names and addresses of its principal officers and of its directors or trustees, are as follows: [529]

Names.	Office.	Postoffice Address.
Charles A. Smith,	President	Minneapolis,
	and Director,	Minnesota.
Vernon A. Smith,	Secretary,	Minneapolis, Minn.
Johanna A. Smith,	Vice-President	Minneapolis,
	and Director,	Minn.
Nann A. Smith,	Treasurer,	Minneapolis, Minn.
John Lind,	Director,	Minneapolis, Minn.

The name and residence of its General Agent within the State of Oregon is Fred. A. Kribs, Number 330 Chamber of Commerce, in the City of Portland, in the County of Multnomah.

IN WITNESS WHEREOF, said Corporation, in pursuance of a resolution duly adopted by its Board of directors, has caused this declaration to be signed by its President and Secretary, and its Corporate Seal to be affixed, the 9th day of June, 1906.

[Seal]

[Corporate Seal]

LINN & LANE TIMBER CO. [Seal]

C. A. SMITH, President. [Seal]

V. A. SMITH, Secretary. [Seal]

State of Minnesota,
County of Hennepin,—ss.

I, CHARLES A. SMITH, President, and I, VERNON A. SMITH, Secretary of the LINN AND LANE TIMBER COMPANY, being severally duly sworn depose and say, and each for himself says, that I am the President and the Secretary, respectively, of the LINN AND LANE TIMBER COM-

PANY, the corporation mentioned in and which executed the foregoing declaration, and that said declaration, is a full, [530] true and correct statement of the matters therein contained according to the best of my information, knowledge and belief.

C. A. SMITH.

V. A. SMITH.

Subscribed and sworn to before me this 9th day of June, 1906.

[Seal]

MAUD GOLDSBURY,

Notary Public, Hennepin Co. Minn.

My commission expires April 10, 1908.

State of Minnesota,
County of Hennepin,—ss,

I, VERNON A. SMITH, Secretary of the LINN AND LANE TIMBER COMPANY, being first duly sworn depose and say upon oath that CHARLES A. SMITH, is the President of said corporation, and that the signature affixed to the above and foregoing declaration is the genuine signature of said CHARLES A. SMITH; that the Corporate Seal hereinbefore attached and impressed herein is the Corporate Seal of said corporation, and was affixed thereto by me, and that the foregoing declaration was executed for the LINN AND LANE TIMBER COMPANY by its President and Secretary, pursuant to a resolution of the Board of Directors of said corporation duly adopted on the 9th day of June, 1906, so help me God.

V. A. SMITH.

Subscribed and sworn to before me this 9th day of June, 1906.

[Seal]

MAUD GOLDSBURY,

Notary Public, Hennepin Co., Minn.

My commission expires April 10, 1908.

Endorsed:

FILE NO. F-341.

Declaration of LINN AND LANE TIMBER COMPANY, Principal Office 330 Chamber of Commerce, Portland, Ore.

Filed in the office of the Secretary of State of the State of Oregon, for record, at nine o'clock A. M., the 25th day of June, 190, and recorded at page —, of Book of Records of Declarations of Foreign Corporations.

F. T. DUNBAR,

Secretary of State.

Filed May 10, 1910. G. H. Marsh, Clerk. [531]

U. S. Exhibit No. 171.

(Govt. Exhibit 66.)

FIRST NATIONAL BANK.

PAID

Mar. 8, 1901.

ROSEBURG, OREGON.

Roseburg, Oregon, Mch. 8th, 1901. No. —

FIRST NATIONAL BANK OF ROSEBURG,

Pay to

Order

Yourselves, or ~~Order~~ \$400.00

Four Hundred and no/100 Dollars.

FRED A. KRIBS.

(Pinned on bottom):

\$400.00 No.— Cop C. A. S. Mch. 8, 1901.

Pay to yourselves Bal. \$———

Cy for Stratford land (U. S. Agt.)

Filed May 10, 1910. G. H. Marsh, Clerk. [532]

U. S. Exhibit No. 184.

(Govt. Exhibit 56.)

PAID

Feb. 14, 1902.

Roseburg, Oregon.

Roseburg, Oregon, Feb. 13, 1902. No. —.

FIRST NATIONAL BANK OF ROSEBURG.

Order

Pay to Mitchell and Tanner or ~~Bearer~~ \$500.00

Five Hundred and no/100 Dollars.

FRED A. KRIBS.

(Endorsements):

Mitchell & Tanner,

Douglas County Bank,

Paid Feb. 14, 1902.

Roseburg, Oregon.

Pay to the order of

any Bank or Banker

Merchants National Bank

Feb. 13, 1902.

Portland, Oregon.

R. W. Hoyt, Cashier.

Filed May 10, 1910. G. H. Marsh, Clerk. [533]

U. S. Exhibit No. 185.

(Govt. Exhibit 57.)

PAID

Jun. 16, 1902.

Roseburg, Oregon.

Roseburg, Oregon, June 14, 1902. No. —.

FIRST NATIONAL BANK OF ROSEBURG,

Order

Pay to Mitchell and Tanner or ~~Bearer~~ \$1,000.00

One Thousand and no/100 Dollars.

FRED A. KRIBS.

(Endorsements):

Mitchell & Tanner.

Pay to the order of any

Bank or Banker.

Douglas County Bank,

Roseburg, Ore.

Pay to the order of any

Bank or Banker.

Merchants National Bank,

Jun. 14, 1902,

Portland, Oregon.

R. W. Hoyt, Cashier.

Filed May 10, 1910. G. H. Marsh, Clerk. [534]

U. S. Exhibit No. 186.

(Govt. Exhibit 58.)

FIRST NATIONAL BANK.

PAID

Oct. L6. 1901.

Roseburg, Oregon.

Roseburg, Oregon, Oct. 15. 1901. No. —.

FIRST NATIONAL BANK OF ROSEBURG.

Pay to Order
Mitchell and Tanner, or ~~Bearer~~ \$600.00
Six Hundred and no/100 Dollars.

FRED A. KRIBS.

(Endorsements):

Mitchell & Tanner.

Douglass County Bank.

F. S. Godfrey, Cashier.

Pay to the order of any
Bank or Banker.

Merchants National Bank,

Oct. 15, 1901,

Portland, Oregon.

R. W. Hoyt, Cashier.

Filed May 10, 1910. G. H. Marsh, Clerk. [535]

Mr. UELAND.—I offer in evidence the minutes of the meeting of the stockholders and directors of the Linn and Lane Timber Company in both cases. I offer it with special reference to the first meeting of Directors held the 9th day of June, 1906; with special reference to the meeting of incorporators held on the same date, and with special reference to the special meeting of stockholders held October 31, 1908.

Mr. McCOURT.—I object to anything that the minutes purports to show subsequent to the making of the Linn and Lane Timber Company a party to this suit.

Mr. UELAND.—That was November 16.

Mr. McCOURT.—That would include it, but I want to make the statement as applying to anything in these minutes subsequent to the filing of the amended bill making the defendant Linn and Lane Timber Company a party, which amended bill was filed November 16, 1908.

Objection overruled; exception taken.

Minutes read into the record as follows: [536]

[Minutes of Board of Directors' Meeting of Linn and Lane Timber Co.]

The undersigned being the incorporators and first Board of Directors of the Linn and Lane Timber Company and being also the subscribers to all the stock of said corporation, which has been subscribed, each of us having this day subscribed for one share, do hereby mutually agree that the first meeting of the Board of Directors of said corporation shall be held at this time and place, to-wit: At the office of the C. A. Smith Timber Company in the Andrus Building in the City of Minneapolis, on this the 9th day of June, 1906, at the hour of 4 o'clock P. M., for the election of officers of said Board and of said corporation and for the transaction of such other business as may come before the Board of Directors.

C. A. SMITH.

JOHN LIND.

JOHANNA A. SMITH.

The directors having subscribed the foregoing agreement, the first meeting of the Board of Directors was held pursuant thereto at the time and place therein stated, all the directors being present, C. A. Smith acting as chairman of the meeting and John Lind as secretary.

Officers of the Board were elected, each by unanimous vote, as follows: Charles A. Smith, president, Johanna A. Smith, vice-president; Vernon A. Smith, secretary; Nann A. Smith, treasurer.

On motion of Mr. Lind, a disk on which is engraved the words: "Linn & Lane Timber Company Minneapolis, Minn., Corporate Seal," and of which an impression is made on the margin hereof, was adopted by unanimous vote as the seal of [537] the Company.

(Seal) On motion of Mr. Smith it was voted that the Secretary of the Company should receive as compensation for his services the sum of \$10.00 for each meeting of the Board.

Mr. Smith laid before the Board deeds to the Company of certain timber lands in the State of Oregon, executed by himself and wife, and a proposition to deliver the same to the Company and thereby vest the title to the land therein described in the Company, and accept as a full consideration for the same the entire authorized capital stock of the Company, fully paid up and non-assessable, certificate or certificates for all such stock, except the two shares subscribed by Johanna A. Smith and John Lind, to be issued to him, and the two shares subscribed by Johanna A. Smith and John Lind to be issued to them,

respectively as fully paid. On motion of Mr. Lind, seconded by Johanna A. Smith, the proposition was accepted by unanimous vote, and the President and Secretary were directed to issue and deliver certificates for the entire authorized capital stock of the Company in accordance with the terms thereof.

On motion of Mr. Lind, the President and Secretary were directed, on behalf of the Company to constitute and appoint Fred A. Kribs resident agent of the Company in the State of Oregon, and to do all things necessary to obtain for the Company the right to do business in the State of Oregon, and to pay all fees and charges required for that purpose.

On motion of Mr. Smith, it was voted that, for the time being the principal office of the company be kept at room [538] No. 411 Andrus Building, Minneapolis, Minnesota.

The meeting thereupon adjourned.

Dated June 9th, 1906.

JOHN LIND.

Secy. Stockholders Meeting.

Attest: VERNON A. SMITH, Sec'y.

Pursuant to notice and the Articles of Incorporation, the Annual Stockholders' meeting of this Company was duly called to order at the Company's office in the Andrus Building, in the City of Minneapolis, on Tuesday, this the 8th day of January, 1907, at which meeting there were present in person all of the stockholders as follows:

C. A. Smith.....998 shares

Johanna A. Smith..... 1 share

Vernon A. Smith..... 1 share.

The President of the Corporation, Mr. C. A.

Smith, acted as Chairman, and the undersigned as Secretary of the Stockholders' meeting.

The minutes of the meeting of June 9th, 1906 were read, and the action of the Directors approved.

The Stockholders thereupon elected by the unanimous vote of the stockholders, Directors for the ensuing year as follows: Charles A. Smith, Johanna A. Smith and Vernon A. Smith.

There being no further business, the stockholders' meeting adjourned.

Dated June 8th, 1907.

VERNON A. SMITH,
Secy. Stockholders' Meeting.

Immediately after the stockholders' meeting, the Board of Directors met, all present, C. A. Smith acting as chairman, [539] and Vernon A. Smith as Secretary.

Officers of the Board were elected each by unanimous vote as follows:

Charles A. Smith, President.

Johanna A. Smith, Vice-President.

Vernon A. Smith, Secretary.

Nann A. Smith, Treasurer.

In view of the fact that the corporation had no funds, and did not desire to dispose of any of its lands, Mr. C. A. Smith proposed to advance the money needed to pay the taxes and other necessary expenses from time to time as required, all advances made by him to draw interest at six per cent (6%). This proposition was accepted by the Board.

Board adjourned.

Dated June 8th, 1907.

VERNON A. SMITH,
Secy.

Pursuant to notice and the Articles of Incorporation, the Annual Stockholders' meeting of this Company was duly called to order at the Company's office in the Andrus Building in the City of Minneapolis, on Tuesday, this the 14th day of January, 1908, at which meeting then were present in person all of the stockholders as follows:

Chas. A. Smith.....998 shares.
Johanna A. Smith.....1 share.
Vernon A. Smith.....1 share.

The President of the corporation, Mr. C. A. Smith, acted as chairman, and the undersigned as Secretary of the Stockholders' meeting.

The Stockholders thereupon elected by unanimous vote of all the stockholders, Directors for the ensuing [540] year, as follows:

Charles A. Smith, Johanna A. Smith and Vernon A. Smith.

There being no further business, the stockholders' meeting adjourned.

Dated January 14th, 1908.

VERNON A. SMITH,
Secy. Stockholders' Meeting.

Immediately after the stockholders' meeting, the Board of Directors met, all present. C. A. Smith acting as chairman and Vernon A. Smith as Secretary.

Officers of the Board were elected each by unanimous vote as follows:

Charles A. Smith, President.
Johanna A. Smith, Vice-President.
Vernon A. Smith, Secretary.
Nann A. Smith, Treasurer.

Board adjourned.

Dated January 14th, 1908.

VERNON A. SMITH,

Secy.

Special Stockholders' meeting Oct. 31, 1908.

A special meeting of the stockholders of the company was this day held pursuant to notice duly given, with all the stockholders of the Company present, each stockholder present holding shares in the Company as follows:

C. A. Smith 984 shares (300 held in pledge by the Swedish American National Bank of Minneapolis, and 10 by C. J. Swanson.)

C. J. Johnson.....15 shares.

Johanna A. Smith..... 1 share

[541]

C. A. Smith, the president of the Company, presided at the meeting. Vernon A. Smith, having ceased to be a stockholder and having presented his resignation as Secretary. C. L. Trabert was elected to act as Secretary. On motion of C. J. Johnson, the following resolution was unanimously adopted:

Whereas C. A. Smith is under obligation to the Swedish American National Bank as maker, endorser or surety upon promissory notes amounting in the aggregate to \$337,240.45 and accrued interest; and

Whereas C. J. Johnson is under obligation to said Bank as maker, endorser or surety upon promissory notes amounting in the aggregate to \$56,450, the notes upon which said Smith and Johnson are so severally liable to said Bank being identical, however to the extent of \$12,500; and

Whereas said Bank as collateral security for the notes upon which said Smith is liable to said Bank now holds bonds of the C. A. Smith Lumber Company of Marshfield, Oregon, of the face value of \$400,000, and also 300 shares of the stock of said Smith in this Company; and

Whereas C. A. Smith desires by a partial payment upon one or more notes upon which he is liable as aforesaid, and by substituting the security hereinafter mentioned, to procure from said Bank a release and surrender of the said bonds of the C. A. Smith Lumber Company of Marshfield, so as to use the same or the proceeds thereof in payment of other obligations on his part; and

Whereas said Bank is not willing to surrender said bonds unless more than a majority of the capital stock of this company is pledged to it as security for the payment to it of the notes on which said Smith and Johnson are respectively [542] liable as aforesaid, in such manner and upon such terms that the stock so pledged may be voted at all the meetings of this company upon all matters pertaining to the business of this Company, and so that the stock so pledged may be represented by a majority of the Board of Directors of this Company and by the executive officers of said Board until the indebtedness for which such stock is pledged is fully paid and satisfied.

Now, Therefore, the consent of the stockholders of this Company is hereby given to said C. A. Smith and said C. J. Johnson assigning and transferring directly to said Bank, or to some person or persons in trust for said Bank, as much of their stock in this Company as they may see fit, as security for their

several, aforesaid obligations to said Bank, and the stockholders of this Company further consent, that such transfer may be made upon such terms that said Bank, or the trustee or trustees holding the same for said Bank, may vote the same at any and all meetings of this Company in any and all matters pertaining to the business of this Company, including the business of selling any property of this Company; and these stockholders hereby further consent that until the indebtedness to secure which any of such stock is or may hereafter be so pledged by said C. A. Smith or C. J. Johnson, is fully paid, the stock securing said indebtedness may be represented upon the Board of Directors of this Company by a majority of the Directors of said Board and by any or all the executive officers of this Company and of said Board, to the end that no indebtedness or liability may be incurred by this Company until the indebtedness for which such stock is or may be pledged is fully paid; and the stockholders of this Company hereby consent to any extension of the payment of said indebtedness, and to the taking [543] of any renewal note or notes for the same.

And to induce said Bank to accept such stock of C. A. Smith and C. J. Johnson in lieu of the aforesaid bonds of C. A. Smith Lumber Company of Marshfield, Oregon, as security for the aforesaid notes and any renewal note or notes for the same,

We, the Stockholders of said Linn and Lane Timber Company, do hereby represent to said Bank that this Company is now without indebtedness or liability of any kind or nature whatsoever.

The foregoing resolution having been adopted, the

resignations of Johanna A. Smith and Vernon A. Smith as directors of the Company were laid before the meeting, and on motion of C. J. Johnson both said resignations were accepted. C. A. Smith having transferred one share of his stock in the Company to B. F. Nelson and one share to C. C. Wyman, with a view of carrying out the transaction contemplated by the foregoing resolution, B. F. Nelson was unanimously elected director of the Company for the unexpired term of said Johanna A. Smith, and C. C. Wyman was unanimously elected director of said Company for the unexpired term of Vernon A. Smith.

The meeting thereupon adjourned.

CHARLES L. TRABERT,
Secretary.

C. A. SMITH,
Pres.

Directors' Meeting October 31, 1908.

Upon the adjournment of the special meeting of the stockholders of this Company, this day held, a meeting of the Board of Directors of the Company was held with all [544] Directors present, namely: C. A. Smith, B. F. Nelson and C. C. Wyman.

The meeting was called to order by C. A. Smith who presided. C. C. Wyman was elected Secretary pro tem. The resignations of C. A. Smith as president, Johanna A. Smith as vice-president, Vernon A. Smith as Secretary and Nann A. Smith as Treasurer were presented to the Board, and on motion of B. F. Nelson, seconded by C. C. Wyman, all four resignations were accepted. On motion of C. A.

Smith, seconded by C. C. Wyman, B. F. Nelson was elected president for the unexpired term of C. A. Smith, resigned. On motion of B. F. Nelson, seconded by C. C. Wyman, C. A. Smith was elected vice-president for the unexpired term of Johanna A. Smith, resigned. On motion of C. A. Smith, seconded by B. F. Nelson, C. C. Wyman was elected secretary for the unexpired term of Vernon A. Smith, resigned, and was also elected treasurer for the unexpired term of Nann A. Smith, resigned.

The meeting thereupon adjourned.

C. C. WYMAN,
Secretary.

Pursuant to notice and the articles of incorporation the annual stockholders' meeting of this Company was duly called to order in the Company's office in the Andrus Bldg., in the city of Minneapolis, Minn., on Tuesday this 12th day of Jan., 1909.

There being no quorum present the meeting was adjourned to meet Jan. 19th, 1909, at one thirty o'clock P. M. in the office of Lind and Ueland, attys. for the corporation.

C. C. WYMAN,
Secty. [545]

Minneapolis, Minn., Jan. 19-1909.

Pursuant to notice the adjourned meeting of the stockholders of the Linn & Lane Timber Company was duly called to order at the office of Lind & Ueland in the New York Life Bldg., at Minneapolis, Minn., on Tuesday this 19th day of Jan. at one thirty o'clock P. M.

There were present in person and by proxy all of

the stockholders as follows:

C. A. Smith representing 475 shares

C. J. Johnson " 15 "

{ B. F. Nelson
and
C. C. Wyman as
Trustees 510 "

Mr. C. A. Smith was duly elected chairman and the undersigned as secretary of the stockholders meeting.

The minutes of the former meetings in 1908 were read and the actions taken at such meetings were approved.

Upon motion of Mr. C. J. Johnson, B. F. Nelson, C. A. Smith and C. C. Wyman were nominated as Directors for the ensuing year and the secretary was then instructed to cast a ballot of all the stockholders for C. A. Smith, B. F. Nelson and C. C. Wyman as Directors for the ensuing year; thereupon the secretary so cast a ballot and said directors were declared elected.

There being no further business the meeting thereupon adjourned.

C. C. WYMAN,

Secretary of Stockholders' Meeting.

Immediately after the stockholders' meeting, the Board of Directors met, C. C. Wyman and C. A. Smith being present. C. A. Smith acted as chairman and C. C. Wyman as secretary. [546]

The following officers of the board were elected, each by unanimous vote to serve until their successors were elected and duly qualified, Mr. B. F. Nelson, President, Chas. A. Smith Vice-president, and

C. C. Wyman as Secretary and Treasurer.

There being no further business, upon motion of Mr. Wyman, the meeting was thereupon adjourned.

C. C. WYMAN,
Secretary. [547]

Mr. UELAND.—I offer in evidence the records of the Linn and Lane Timber Company of its capital stock with special reference to

- Stub and Certificate No. 1.
- Stub and Certificate No. 2.
- Stub and Certificate No. 3.
- Stub and Certificate No. 4.
- Stub and Certificate No. 5.
- Stub and Certificate No. 6.
- Stub No. 7.
- Stub and Certificate No. 8.
- Stub No. 9.
- Stub and Certificate No. 10.
- Stub No. 11.
- Stub and Certificate No. 12.
- Stub and Certificate No. 13.
- Stub No. 14.
- Stub No. 15.
- Stub No. 16.
- Stub No. 17.

Mr. McCOURT.—I object to the offer by counsel of all the certificates and stubs with the exception of Nos. 1, 2 and 3, for the reason that it is immaterial and irrelevant; that is, all excepting 1, 2 and 3 are irrelevant.

Objection overruled; exception saved.

Mr. UELAND.—We will make up a copy of the information contained on the certificates and stubs,

and put them in the record subject to your approval.

Mr. McCOURT.—Very well. [548]

The Linn & Lane Timber Company's stock records show issuance and transfer of its capital stock, each share \$100.00, as follows:

Certificate No. 1, for 1 share:

Issued to Johanna A. Smith June 11, 1906.

Received for by her same date.

Certificate assigned to B. F. Nelson, October 31, 1908.

Cancelled same date.

Certificate No. 2, for 1 share:

Issued to John Lind June 11, 1906.

Received for by him same date.

Certificate assigned to Vernon A. Smith, Jan. 8, 1907.

And cancelled same date.

Certificate No. 3, for 998 shares:

Issued to Charles A. Smith, June 11, 1906.

Received for by him on same date.

Surrendered and cancelled for re-issue Feb. 14, 1908.

Certificate No. 4 for 1 share:

Issued January 8, 1907, to Vernon A. Smith.

Received for by him January 8, 1908.

Same being issued in place of Certificate No. 2 to John Lind.

Certificate assigned to C. A. Smith, Oct. 31, 1908,

And cancelled same date.

Certificate No. 5, for 300 shares:

Issued February 14, 1908, to the Swedish-American National Bank of Minneapolis, in the fol-

lowing language: "This certifies that the Swedish-American National Bank of Minneapolis is the owner of 300 shares of \$100.00 each of the capital stock of the Linn & Lane Timber Co., which it holds as collateral security for advances and loans made and to be made to Charles A. Smith, Pledgor."

Certificate received for February 14, 1908, by N. O. Werner, President.

Certificate issued in part in place of Certificate No. 3 for 998 shares to Charles A. Smith.

Certificate transferred in blank by the Swedish-American National Bank of Minneapolis, per J. A. Latta, Vice-President and E. L. Mattson, Cashier.

And cancelled April 6, 1909. [549]

Certificate No. 6, for 15 shares:

Issued February 15, 1908, to Charles J. Johnson.

Received for by him same date.

Issued in part in place of original Certificate No. 3 for 998 shares, to Charles A. Smith.

Certificate assigned by C. J. Johnson to Swedish-American National Bank of Minneapolis, Oct. 31, 1908. Assignment contains this language: "This transfer is made to secure obligations of C. J. Johnson and C. A. Smith described in the resolution of the stockholders this day adopted."

Certificate cancelled October 31, 1908.

Certificate No. 7, for 10 shares:

Issued February 27, 1908, to Charles A. Smith.

Received for by him same date.

Assigned to Charles J. Swanson as collateral.

Certificate issued in part in place of original certificate No. 3 for 998 shares to Charles A. Smith.

Certificate No. 8, for 673 shares:

Issued to Charles A. Smith, February 28, 1908.

Received for by him same date.

Issued in part in place of original certificate No. 3 for 998 shares to Charles A. Smith.

208 shares included in certificate assigned by C. A. Smith to Swedish-American National Bank of Minneapolis, October 31, 1908, the assignment containing this language: "This transfer is made to secure the obligation of C. A. Smith and C. J. Johnson described in the resolution of the stockholders this day adopted."

Certificate cancelled October 31, 1908.

Certificate No. 9 for 1 share:

Issued October 31, 1908, to B. F. Nelson, Trustee.

Received for by him same date.

Issued in place of original certificate No. 1, for one share to Johanna A. Smith.

Certificate No. 10 for 1 share:

Issued October 31, 1908, to C. A. Smith.

Received for by him same date.

Issued in place of Certificate No. 4 for 1 share to Vernon A. Smith.

Certificate assigned by C. A. Smith to C. C. Wyman, October 31, 1908, and cancelled the same date.

Certificate No. 11, for 1 share:

Issued October 31, 1908, to C. C. Wyman, Trustee.

Received for by him same date.

Issued in place of Certificate No. 10 for 1 share to
C. A. Smith.

Certificate No. 12, for 15 shares:

Issued October 31, 1908, to Swedish-American
National Bank of Minneapolis. [550]

Certificate No. 12 (Continued).

Certificate contains this language: "This certificate
is held as collateral security, being pledged by
C. J. Johnson."

Certificate issued in place of Certificate No. 6, for
15 shares to C. J. Johnson.

Certificate receipted for October 31, 1908, by N. O.
Werner, President.

Certificate assigned in blank by the Swedish-Am-
erican National Bank of Minneapolis, by J. A.
Latta, Vice-President; E. L. Mattson, Cashier.

And cancelled April 6, 1909.

Certificate No. 13, for 208 shares:

Issued October 31, 1908, to Swedish-American Na-
tional Bank, Minneapolis.

Certificate contains this language: "This certifi-
cate is held as collateral security, being pledged
by C. A. Smith."

Certificate receipted for October 31, 1908, by N. O.
Werner, President.

Certificate issued in part in place of Certificate No.
8 for 673 shares to C. A. Smith.

Certificate assigned in blank by the Swedish-Am-
erican National Bank of Minneapolis by J. A.
Latta, Vice-President; E. L. Mattson, Cashier.

Certificate cancelled April 6, 1909.

Certificate No. 14 for 465 shares:

Issued October 31, 1908, to C. A. Smith.

Received for by him on same date.

Issued in part in place of Certificate No. 8, for 673 shares, to Charles A. Smith.

Certificate No. 15, for 300 shares:

Issued April 6, 1909, to the Northwestern National Bank of Minneapolis, Minnesota, "as Collateral account of Charles A. Smith."

Transferred from the Swedish-American National Bank of Minneapolis.

Issued in place of Certificate No. 5 for 300 shares to the S.-A. National Bank of Minneapolis.

Certificate receipted for by J. A. Latta, Vice-President of date April 6, 1909.

Certificate No. 16, for 15 shares:

Issued April 6, 1909, to Northwestern National Bank of Minneapolis, Minnesota.

Certificate stub contains this language: "This certificate is held as collateral security being pledged by C. J. Johnson."

Transferred from the Swedish-American National Bank of Minneapolis.

Issued in place of Certificate No. 12 for 15 shares to the Swedish-American National Bank of Minneapolis.

Certificate receipted for by J. A. Latta, Vice-President, April 6, 1909. [551]

Certificate No. 17, for 208 shares:

Issued April 6, 1909, to the Northwestern National Bank of Minneapolis, Minnesota.

Certificate stub contains this language: "This certificate is held as collateral security, being

pledged by C. A. Smith. From whom transferred: The Swedish-American National Bank of Minneapolis.”

Certificate issued in place of Certificate No. 13 for 208 shares, to the Swedish-American National Bank of Minneapolis.

Certificate received for by J. A. Latta, Vice-President, April 6, 1909. [552]

Mr. LIND.—Will the District Attorney admit that the Linn and Lane Timber Company complied with the laws of the State of Oregon and paid its corporate fee during the years of its existence, up to and including 1909?

Mr. McCOURT.—Yes, I will admit that.

Mr. UELAND.—The defendants offer in evidence this document dated October 31, 1908, it being a document showing a pledge of a majority of the stock of the Linn and Lane Timber Company to the Swedish-American National Bank of Minneapolis, to secure certain large indebtedness on the part of the stockholders.

Mr. McCOURT.—Objected to as immaterial for the same reasons as given with reference to the objection to the admission of stock certificates. That it is shown by the pleadings and the records themselves, that at the organization of this corporation or shortly thereafter there were subscribed and issued all of the capital stock of the company, one share to John Lind, one to Johanna A. Smith, and 998 shares to C. A. Smith. Any subsequent division or transfer of the stock could in no way affect the notice that might be brought to this corporation of prior fraud relating

to the title to the lands which it secured, and on account of which it is made a defendant here now.

Objection overruled; exception saved.

Marked Defendants' Exhibit "B."

Mr. McCOURT.—While I don't wish to require any identification for these signatures upon this instrument, I don't want to admit it without an opportunity to ascertain further whether it was actually made when it purports to be. If you tell me that it was executed the 31st day of October—

Mr. UELAND.—If you will take my word for it; I don't ask you to do that.

Mr. McCOURT.—You say it was executed October 31st?

Mr. UELAND.—I do. [553]

Mr. McCOURT.—Then it can be admitted subject to the objections previously made?

In relation to the minutes of the corporation that you have introduced, I want to make a similar statement in regard to that same date—October 31st, to know whether or not they were made at that time.

Mr. UELAND.—I give my word as to that, if that satisfies you.

Mr. McCOURT.—I am satisfied.

Mr. UELAND.—Before I offer this next document in evidence, I want to state to the Court that in the answers it is averred that after a majority of the stock of this company had been pledged as shown by the minutes and by the documents just received, the Northwestern Bank of Minneapolis, acquired by purchase the note secured and the property pledged. The fact of it was that in November, 1908, the Swed-

ish-American National Bank consolidated in a manner with the Northwestern National Bank, so that all of its assets went from the Swedish-American to the Northwestern. This document is offered for the purpose of showing such transfer and that the Northwestern National Bank now holds the stock and is the owner of the indebtedness for which the stock was pledged. This document is dated subsequent to the commencement of this suit.

Mr. McCOURT.—The same objection is urged to this as was made to the admission of stock, occurring subsequent to the formation of the corporation.

You know this to have been made when it purports to have been made?

Mr. UELAND.—I know of the transfer I speak of, but I was not present when that document was made and I didn't make it. [554]

Mr. McCOURT.—You know it was made about that time?

Mr. UELAND.—I have no moral doubt about it.

Mr. McCOURT.—No requirement to be made of the proof of its execution beyond what it shows on its face.

Marked Defendants' Exhibit "C."

Mr. UELAND.—May it please the Court, "Defendants' Exhibits 'C' and 'D' for Identification" in case No. 3320, purport to be two deeds from C. A. Smith and wife to the Linn and Lane Timber Company, one for lands in Linn County, and one for lands in Douglas County in this State. Both bear date the 4th day of June, 1906. The same as the deed as to which some inquiry has been made. At some time or other we

will offer these two deeds to show that they, together with the deed of June 4, 1906, already in evidence, constitute the conveyance for which the stock of the company was issued under the resolution of the stockholders of June 9, 1906.

Mr. LIND.—Not as substantive evidence, only as showing the entire transaction recorded in the minutes of the corporation.

Mr. UELAND.—But whether counsel is willing to have these admitted at this time without further proof, of course, will be for him to say.

Mr. McCOURT.—I would not feel justified in admitting them at this time. They purport to be made the same date as the deed which we question bears, at the same time and under similar circumstances.

Mr. UELAND.—Well, we will wait.

Mr. LIND.—It is understood that the evidence just offered and received is equally applicable in either suit.

COURT.—It might be well that counsel should enter into a general stipulation that all the evidence applicable might be transferred.

Mr. GEARIN.—It is understood that anything that is [555] applicable may be used in either suit, No. 3319 or No. 3320.

Whereupon proceedings herein adjourned. [556]

Defendants' Exhibit "B."

(Defts. Exhibit "I.")

WHEREAS, C. A. Smith is under liability on the promissory notes described in schedule A and C. J. Johnson on the promissory notes described in schedule B below, to the Swedish American National

Bank of Minneapolis (the last four notes on each schedule being identical):

SCHEDULE A.

Date.	Maker.	Endorser or Surety.	Maturity.	Amount.
May 5, '06.	C. A. Smith		Demand	\$ 7100.00
Dec. 31, '06.	C. A. Smith		"	11440.00
Apr. 23, '08.	E. D. A. Whitney Eliza B. Whitney	Frank N. Barons C. A. Smith	Oct. 26, '08.	18700.45
Aug. 3, '08.	Mereen Johnson Meh. Co. by Edgar Dalzell	C. A. Smith	Nov. 2, '08.	2000.00
Aug. 24, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Dec. 24, '08.	5000.00
Sep. 2, '08.	Mereen Johnson Meh. Co. by Edgar Dalzell	C. A. Smith	Mch. 2, '09.	4000.00
Sep. 4, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Jan. 4, '09.	5000.00
Sep. 28, '08.	C. A. Smith Lumber & Mfg. Co. by Chas. L. Trabert, Sec.	C. A. Smith	Oct. 28, '08.	10000.00
Sep. 21, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Jan. 21, '09.	5000.00
Oct. 3, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Feb. 3, '09.	5000.00
Oct. 12, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Feb. 12, '09.	3000.00
Jul. 6, '08.	C. A. Smith Timber Co. by C. A. Smith, Pt.	C. A. Smith	Nov. 6, '08.	25000.00
Jul. 10, '08.	C. A. Smith Timber Co. by C. A. Smith, Pt.	C. A. Smith	Nov. 10, '08.	10000.00
Aug. 12, '08.	C. A. Smith Timber Co. by C. A. Smith, Pt.	C. A. Smith	Nov. 12, '08.	40000.00
Sep. 8, '08.	C. A. Smith Timber Co. by C. A. Smith, Pt.	C. A. Smith	Feb. 8, '09.	10000.00
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Jul. 10, '08.	C. A. Smith Lumber Co. by C. A. Smith, Pt.	C. A. Smith	Nov. 10, '08.	\$10000.00
Aug. 27, '08.	C. A. Smith Lumber Co. by C. A. Smith, Pt.	C. A. Smith	Dec. 28, '08.	30000.00
Jul. 30, '08.	C. A. Smith Lumber Co. by C. A. Smith, Pt.	C. A. Smith	Nov. 30, '08.	35000.00
Jul. 16, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. A. Smith W. E. Maunsell	Nov. 16, '08.	3500.00
Oct. 5, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. A. Smith W. E. Maunsell	Jan. 4, '09.	10000.00
Oct. 7, '08.	N. W. Compo-Board Co. by C. J. Johnson, V. Pt.	C. A. Smith C. J. Johnson Wm. H. Springer	Nov. 6, '08.	25000.00

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Date.	Maker.	Endorser or Surety.	Maturity.	Amount
Aug. 31, '08.	S. E. Oscarson Co. by S. E. Oscarson, Sec.	S. E. Oscarson C. A. Smith C. J. Johnson	Oct. 30, '08.	1000.00
Oct. 24, '08.	S. E. Oscarson Co. by S. E. Oscarson, Sec.	S. E. Oscarson C. A. Smith C. J. Johnson	Nov. 23, '08.	8000.00
Sep. 28, '08.	Johnson & Co. by J. T. Hovren, Sec.	C. A. Smith J. T. Hovren C. J. Johnson	Nov. 2, '08.	1000.00
Sep. 2, '08.	Johnson & Co. by J. T. Hovren, Sec.	C. A. Smith J. T. Hovren C. J. Johnson	Dec. 15, '08.	2500.00

SCHEDULE B.

Date.	Maker.	Endorser or Surety.	Maturity.	Amount
Jul. 13, '08.	C. J. Johnson		Jan. 13, '09.	\$25000.00
Jul. 15, '08.	C. J. Johnson		Jan. 15, '09.	2500.00
Sep. 18, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. J. Johnson W. E. Maunsell	Nov. 17, '08.	5000.00
Sep. 14, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. J. Johnson W. E. Maunsell	Dec. 14, '08.	4000.00
Sep. 14, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. J. Johnson W. E. Maunsell	Dec. 14, '08.	2500.00
Sep. 23, '08.	Lauritzen Malt Co. by W. E. Maunsell, Sec.	C. M. Amsden W. E. Maunsell C. J. Johnson	Jan. 23, '09.	3950.00

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Oct. 3, '08.	N. W. Luth. Bd. of Education, by E. O. Stone, Pt., Axel Anderson, Sec.	Axel Anderson E. O. Stone E. G. Dahl C. J. Johnson	Jan. 4, '09.	\$1000.00
Aug. 31, '08.	S. E. Oscarson Co. by S. E. Oscarson, Sec.	C. A. Smith S. E. Oscarson C. J. Johnson	Oct. 30, '08.	1000.00
Oct. 24, '08.	S. E. Oscarson Co. by S. E. Oscarson, Sec.	C. A. Smith S. E. Oscarson C. J. Johnson	Nov. 23, '08.	8000.00
Sep. 28, '08.	Johnson & Co. by J. T. Hovren, Sec.	C. A. Smith J. T. Hovren C. J. Johnson	Nov. 2, '08.	1000.00
Sep. 2, '08.	Johnson & Co. by J. T. Hovren, Sec.	C. A. Smith J. T. Hovren C. J. Johnson	Dec. 15, '08.	2500.00

WHEREAS the Bank holds bonds of C. A. Smith Timber Company of Marshfield, Oregon, to the amount of \$400,000 face value, and 300 shares of the stock of the Linn and Lane Timber Company (said shares being evidenced by certificate No. 5) as security for the notes described in schedule A, and C. A. Smith desires to have these bonds released;

WHEREAS it has been agreed between C. A. Smith and C. J. Johnson on the one hand, and the Bank on the other hand, that the Bank will release these bonds in consideration of 210 shares of C. A. Smith, in addition to the 300 shares above mentioned, and 15 shares of C. J. Johnson in said Timber Company being pledged for the payment of the notes described in schedules A and B;

WHEREAS C. A. Smith has accordingly transferred 208 such additional shares to said Bank as pledgee, and one share to B. F. Nelson, Trustee, and one share to C. C. Wyman, Trustee, the 208 shares being evidenced by certificate No. 13, the other 2 shares by certificates numbered respectively 9 and 10, and C. J. Johnson has also accordingly transferred his said 15 shares to the Bank as pledgee, the same being evidenced by certificate No. 12; [559]

WHEREAS it is intended that the 525 shares thus pledged to the Bank, the same constituting more than a majority of the stock of said Timber Company, shall give the pledgee such control that no indebtedness or liability on the part of the Timber Company should be contracted without the consent of the pledgee, until the indebtedness to the pledgee is fully paid.

NOW, THEREFORE, in consideration of the release of said bonds and the extension of payment hereinafter mentioned, and the transfer of said 225 additional shares of said Timber Company, IT IS HEREBY MUTUALLY AGREED between C. A. Smith and C. J. Johnson, hereinafter designated as pledgors, and The Swedish American National Bank, hereinafter designated as pledgee, as follows:

1. The 525 shares of stock in the Linn and Lane Timber Company transferred by the pledgors to the pledgee, the same including the 2 shares transferred to B. F. Nelson and C. C. Wyman, herein designated as trustees, shall be held by the pledgee and trustees respectively as security for the payment of the notes described in schedules A and B, and for the payment of any renewal note or notes which may hereafter be taken for the same.

2. The 523 shares which have been transferred to the pledgee the secretary of the Linn and Lane Timber Company is hereby authorized and directed, whenever requested by the pledgee, to transfer on the books of the Company to the trustees, or either of them, to the end that the right of the trustees, or either of them, to vote these shares at all meetings of the corporation may not be questioned.

3. The pledgors hereby constitute and appoint each of the trustees their true and lawful attorney and proxy, irrevocable as long as the aforesaid shares remain pledged, to vote said shares or any of them, at any and all meetings of the corporation, in any and all matters pertaining to the business of the corporation, [560] including the selling of its property, and the election of directors and

officers, and as long as said shares, or any of them, remain pledged, the pledgors will not question the right of either of said trustees to hold and exercise the offices of director, president, secretary or treasurer of said corporation.

4. Except as to \$50,000 which C. A. Smith has paid on the indebtedness for which the bonds were pledged (the notes described in schedule A representing his obligations after such payment) and except as to \$100,000 additional which he will pay, if possible, within 60 days, he shall be entitled to an extension until one year from the date hereof, for the payment of the notes described in schedule A.

5. The pledgors hereby waive demand, protest and notice of dishonor as to the notes described in schedules A and B, and as to any renewal note or notes for the same, and consent hereby to the extension or renewal of any of said notes, and of any such renewal note or notes, and hereby agree that no omission or latches on the part of the pledgee, or its assigns, in fixing or enforcing the liability of any person or party other than the pledgors, upon any of said notes, or renewal note or notes, shall release or discharge the pledgors from liability on such notes or renewal note or notes.

6. In case of default in the payment of the notes, or any renewal note or notes, for which said 525 shares are pledged, the pledgee or trustees, or either of them, may sell a sufficient number of said shares to pay what may then be past due and payable on such notes, together with the expenses of the sale, and if such sale is made at any broker's board, or at public sale, the pledgee and trustees, may be-

come purchasers, but no such sale shall be made on less than 30 days' notice to the pledgors.

7. If either of the trustees shall at any time be unable or unwilling to act as contemplated by this agreement, the pledgee [561] may appoint another person in his place, and the person so appointed shall have all the rights, powers and privileges of his predecessor.

8. In case of sale by the pledgee or trustees of any of said shares, the 510 shares pledged by C. A. Smith shall first be sold to pay the notes described in schedule A and the 15 shares pledged by Johnson shall first be sold to pay the notes described in schedule B, except that as to the notes which are included in both said schedules, the pledgee or trustees may elect which of said shares to sell first.

9. When the notes described in schedules A and B and the renewal note or notes which may be taken for the same are paid, the pledgee and trustees respectively shall transfer back to C. A. Smith the shares pledged by him then remaining unsold, and to C. J. Johnson the shares pledged by him and then unsold, and shall account to each for any surplus remaining of the proceeds after applying such proceeds upon the indebtedness for which said stock is pledged.

10. This agreement shall be binding on the heirs, executors and administrators of the pledgors and on the successors and assigns of the pledgee, and on the successors in trust of each of the trustees.

Signed in triplicate at Minneapolis, October 31, 1908.

C. A. SMITH.

C. J. JOHNSON.

THE SWEDISH-AMERICAN NATIONAL
BANK OF MINNEAPOLIS.

[Seal] By N. O. WERNER, President.

E. L. MATTSON, Cashier.

We hereby accept the trust declared in the foregoing agreement.

B. F. NELSON.

C. C. WYMAN.

Filed May 10, 1910. G. H. Marsh, Clerk.

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Defendants' Exhibit "C."

(Defts. Exhibit "J.")

WHEREAS, By a contract in writing made in triplicate at Minneapolis, Minnesota, and dated October 31st, 1908, by and between C. A. Smith, C. J. Johnson and the Swedish-American National Bank of Minneapolis, one of said triplicate contracts being hereto attached, made a part hereof and marked Exhibit "A," the said C. A. Smith and C. J. Johnson assigned and transferred to said Swedish-American National Bank five hundred and twenty-three (523) shares, and to C. C. Wyman and B. F. Nelson, as Trustees for said Swedish-American National Bank, one (1) share each, of the capital stock of Linn & Lane Timber Company, a corporation of the State of Minnesota, as collateral security for the payment of certain promissory notes or other obligations owned by said Swedish-American National Bank, and upon which said Smith and

Johnson, or one of them, were liable as makers, endorsers, guarantors or in some other capacity, schedules of which said notes, marked Schedule "A" and Schedule "B," were included in and formed a part of said agreement; and

WHEREAS, Said B. F. Nelson and said C. C. Wyman accepted the trust in said agreement specified and received each one share of said capital stock, and the said five hundred and twenty-three (523) shares of said capital stock were issued to and received by said Swedish-American National Bank, a part of which agreement was that said B. F. Nelson and C. C. Wyman should become directors and officers of said Linn & Lane Timber Company, and that all of said stock so transferred to them and to said Swedish-American National Bank should be voted by said Trustees at all meetings of the stockholders of said Company so long as said agreement remained in force, and at the request of said bank said stock should all be [563] issued to said Trustees so as to secure their right to vote the same at any meeting of the stockholders of said Company, and that said Trustees should also, upon request of said Bank, act as executive officers of said Company, all of which stipulations and agreements were authorized, ratified and approved by all of the stockholders of said Linn & Lane Timber Company at a meeting thereof duly held on the 31st day of October, 1908; and

WHEREAS, Since the making of said agreement and the transfer of said stock as security for said indebtedness, said indebtedness mentioned in said Schedules "A" and "B" has been sold, assigned and

transferred to the Northwestern National Bank of Minneapolis, Minnesota, and the said stock in said Linn & Lane Timber Company, so pledged as security for the payment of said indebtedness, has also been assigned and transferred for the same purpose to said Northwestern National Bank, which said last named Bank has assumed and does hereby assume the obligations of said Swedish-American National Bank in said agreement specified, relating to the extension and carrying of the notes and indebtedness in said Schedules "A" and "B" mentioned:

NOW THEREFORE, In consideration of the premises, and of the sum of one dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually covenanted and agreed by and between C. A. Smith, C. J. Johnson, the Northwestern National Bank of Minneapolis, and B. F. Nelson and C. C. Wyman, as Trustees, that the said five hundred and twenty-five (525) shares of the capital stock of said Linn & Lane Timber Company are held and shall be held by said Northwestern National Bank and by said Trustees as security to said Northwestern National Bank, its successors and assigns, for the payment of the notes and indebtedness mentioned in said Schedules "A" and "B," and for any renewals thereof, or any new notes already given or hereafter to be given in place of any [564] of the indebtedness mentioned in said Schedules "A" and "B" or either of them, and as security for the payment of all notes now held by said Northwestern National Bank upon which said C. A. Smith and C. J. Johnson, or either of them, are in any way responsible or liable either

as makers, endorsers, guarantors or otherwise, and for the payment of any note or notes hereafter given to said Northwestern National Bank, its successors or assigns, in renewal or in place of any of said notes, schedules of which said notes so held by said Northwestern National Bank, marked, respectively, Schedule "A-2" and Schedule "B-2," are hereto attached and made a part hereof.

And it is hereby agreed that the said B. F. Nelson and C. C. Wyman, Trustees, shall continue to act as Trustees for said Northwestern National Bank, and agree to so act by their consent thereto endorsed hereon and signed by each of them.

And it is agreed that all the rights, interest and security held by said Swedish-American National Bank under said agreement and in and to said stock has been transferred to and is now held, owned and possessed by said Northwestern National Bank, its successors and assigns, with the same force and effect in all respects, for the purpose of securing payment of the notes in said Schedules "A" and "B," and Schedules "A-2" and "B-2" and any renewals thereof, and any new notes given in place of any thereof, as the same was held, owned and possessed under said contract by said Swedish-American National Bank; and that the Northwestern National Bank has the same rights in said stock as security, and the same right to enforce and foreclose the same, as was held or possessed by said Swedish-American National Bank before the sale by it to said Northwestern National Bank of the obligations secured thereby, and the transfer by it to said Northwestern National Bank of such security.

IN WITNESS WHEREOF, This agreement has been executed [565] in triplicate this 12th day of December, A. D. 1908.

C. A. SMITH.

C. J. JOHNSON.

THE NORTHWESTERN NATIONAL
BANK OF MINNEAPOLIS,

By E. M. DECKER,

Vice-president.

J. E. HOLTON, [Seal]

Cashier.

We consent to the above.

B. F. NELSON.

C. C. WYMAN. [566]

“SCHEDULE A-2.”

Promissory Notes on Which C. A. Smith is Liable.

Date.	Maker.	Endorser or Surety.	Maturity.	Amount.
Nov. 28, '08.	C. A. Smith		Demand	\$19493.77
Nov. 4, '08.	C. A. Smith		Demand	19721.18
Sept. 8, '08.	C. A. Smith Timber Co. by C. A. Smith, Pres.	C. A. Smith	Feb. 8, '09.	10000.00 Pd
Nov. 12, '08.	C. A. Smith Timber Co. by C. J. Johnson, V. Pres.	C. A. Smith	Feb. 13, '09.	40000.00 Pd
Nov. 6, '08.	C. A. Smith Timber Co. by C. J. Johnson, V. Pres.	C. A. Smith	Mch. 6, '09.	25000.00 Pd
Nov. 10, '08.	C. A. Smith Timber Co. by C. J. Johnson, V. Pres.	C. A. Smith	Mch. 10, '09.	10000.00 Pd
Aug. 27, '08.	C. A. Smith Lbr. Co. by C. A. Smith, Pres.	C. A. Smith	Dec. 28, '08.	30000.00
Nov. 10, '08.	C. A. Smith Lbr. Co. by C. J. Johnson, V. Pres.	C. A. Smith	Mch. 10, '09.	10000.00 Pd 20
Nov. 30, '08.	C. A. Smith Lbr. Co. by C. A. Smith, Pres.	C. A. Smith	Mch. 30, '09.	35000.00 Pd
Nov. 2, '08.	Mereen Johnson Meh. Co. by Robt. A. Johnson, Secy.	Robt. A. Johnson C. A. Smith	Feb. 2, '09.	2000.00 Pd
Sept. 2, '08.	Mereen Johnson Meh. Co. by Edgar Dalzell	C. A. Smith	Mch. 2, '09.	4000.00 Pd
Oct. 28, '08.	C. A. Smith Lbr. & Mfg. Co. by C. A. Smith, Pres.	C. A. Smith	Mch. 1, '09.	10000.00 Pd
Nov. 6, '08.	N. W. Compo-Board Co. by C. J. Johnson, V. Pres.	C. A. Smith	Mch. 6, '09.	25000.00

550 *Linn & Lane Timber Co. et al. vs. U. S. A.*

Date.	Maker.	Endorser or Surety.	Maturity.	Amount.
Aug. 24, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Dec. 24, '08.	5000.00
Sept. 4, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Jan. 4, '09.	5000.00
Sept. 21, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Jan. 21, '09.	5000.00
Oct. 3, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Feb. 3, '09.	5000.00 Pd
Oct. 12, '08.	John E. Holmberg Minnie Holmberg	C. A. Smith	Feb. 12, '09.	3000.00
Sept. 2, '08.	Johnson & Co. by J. T. Hovren, Secy.	C. A. Smith J. T. Hovren C. J. Johnson	Dec. 15, '08.	2500.00
Nov. 23, '08.	S. E. Osearson Co. by S. E. Osearson, Secy.	C. A. Smith S. E. Osearson C. J. Johnson	Dec. 23, '08.	8000.00
Oct. 5, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. A. Smith	Jan. 4, '09.	10000.00
Nov. 16, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. A. Smith	Feb. 16, '09.	3500.00

[567]

276,214.95

“SCHEDULE B-2.”

Promissory Notes on Which C. J. Johnson is Liable.

Date.	Maker.	Endorser, or Surety.	Maturity.	Amount.
July 13, '08.	C. J. Johnson		Jan. 13, '09.	25000.00
July 15, '08.	C. J. Johnson		Jan. 15, '09.	2500.00
Sept. 14, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson	Dec. 14, '08.	2500.00
Sept. 14, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson	Dec. 14, '08.	4000.00
Sept. 23, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson C. M. Amsden	Jan. 23, '09.	3950.00
Nov. 17, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson	Feb. 15, '09.	5000.00
Nov. 9, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson	Feb. 8, '09.	5500.00
Nov. 2, '08.	Lauritzen Malt Co. by W. E. Maunsell, Secy.	W. E. Maunsell C. J. Johnson	Feb. 1, '09.	1000.00
Nov. 13, '08.	N. W. Lutheran Board of Education, by E. O. Stone Pt. Axel Anderson, Secy.	Axel Anderson E. O. Stone E. G. Dahl C. J. Johnson	Feb. 11, '08.	1500.00
Sept. 2, '08.	Johnson & Co. by J. T. Hovren, Secy.	J. T. Hovren C. A. Smith C. J. Johnson	Dec. 15, '08.	2500.00

Date.	Maker.	Endorser or Surety.	Maturity.	Amount.
Nov. 23, '08.	S. E. Oscarson & Co. by S. E. Oscarson, Secy.	S. E. Oscarson C. A. Smith C. J. Johnson	Dec. 23, '08.	\$8000.00
Oct. 3, '08.	N. W. Lutheran Board of Education, by E. O. Stone, Pt., Axel Anderson, Secy.	Axel Anderson C. J. Johnson E. O. Stone E. G. Dahl	Jan. 4, '09.	1000.00

Filed May 10, 1910. G. H. Marsh, Clerk. [568]

[Proceedings Had May 5, 1910, 9 A. M.]

Portland, Ore., May 5, 1910, 9 A. M.

Mr. UELAND.—May it please the Court, in case 3319 I would like to make a similar motion to what we made yesterday in 3320. So we move, on behalf of the defendants whom we represent, that the evidence be stricken out that has been introduced in the case on the theory of a conspiracy as charged in the bill. The evidence would be hearsay and incompetent, but for the alleged conspiracy on the ground that it appears from the evidence, introduced in the case, in connection with the statement of the District Attorney that he does not intend to introduce further evidence to sustain the charges of conspiracy, that there was no conspiracy on the part of any of the defendants whom we represent in the entries attacked in this suit.

COURT.—Same ruling. (I would not want as at present advised, to sustain the motion to strike this from the record, because it is a negative proceeding, and ought to be submitted when the case is submitted, and your objection will save that question for you until the final hearing.)

Exception saved.

Mr. McCOURT.—I don't know whether counsel

understood that I intended to introduce a little more evidence in 3319.

Mr. UELAND.—I may renew the motion later on, then. [569]

[**Testimony of John Van Zante, for Defendants.**]

JOHN VAN ZANTE, a witness called on behalf of the defense, being first sworn, testified as follows:

Direct Examination.

(Questions by Mr. LIND.)

Where do you reside? A. In the city.

Q. Portland? How long have you resided here?

A. 22 years.

Q. What is your profession?

A. I am practicing law.

Q. How long have you practiced law?

A. Since the fall of 1897.

Q. During that period have you held any public office?

A. I was Municipal Judge of the city from June, 1908, to June, 1909—July, 1908, to July, 1908.

Q. It has appeared on the testimony in this case that you were present at some examinations conducted by a special agent of the Interior Department by the name of Stratford in connection with the investigation of the claims—entries involved in this suit. Will you kindly state at whose instance and under what circumstances you were present at that examination and what you did and observed in connection with it.

A. I was there at the instance of Mr. Kribs. This examination was held by Mr. Stratford.

Q. At what time?

A. At Wodtli's farm. He has a farm just west

(Testimony of John Van Zante.)

of Foster, I think it is. I think it is west about half a mile, and I don't remember the year, but it must be eight or nine [570] years ago.

Q. Who first suggested the matter to you to attend that examination?

A. I was employed by Mr. Kribs, but I think Judge Tanner asked me whether I was so I could make a short trip. But I was employed by Mr. Kribs.

Q. What did you do?

A. Why, I went up there and I attended the examination of those applicants and brought home copies of the affidavits that they made.

Q. Where did you meet Mr. Stratford?

A. I think at Foster.

Q. Had you known him previously?

A. I am not sure about that, whether I met him at Foster or whether I met him here at Portland. I am not sure about that.

Q. What did you do in connection with the work?

A. Well, I just listened to what they had to say about their filings, and after the affidavits were drawn up I read them over to the party making the affidavit and if there were any corrections to be made in them, as will show in the originals—some of them, I think, were corrected, by pen probably—and then they were sworn to by the applicant, or were signed by the applicant, rather.

Q. Now, who conducted the examination?

A. Mr. Stratford.

Q. Was there a stenographer or typewriter present who took down the questions and answers?

(Testimony of John Van Zante.)

A. Yes, a Miss Harkness from Albany was the stenographer, and it was taken down on the machine, rather slow work.

Q. Did you conduct any part of the examination? Did you [571] ask any questions?

A. I don't think I asked a question. I made a suggestion one time: I remember that Mr. Stratford referred to it as "fraudulent entries," and I think I made a suggestion that it would be better I thought, if they were referred to as the "alleged fraudulent entries." I have no other recollection of asking any questions or making suggestions.

Q. Who asked the questions?

A. Mr. Stratford.

Q. Were the answers taken down as given by the witness? A. They were.

Q. Did you observe anybody framing or suggesting answers?

A. There was nothing like that done there at all—not in the room, not where we were.

Q. Did you observe anything outside the room of that character?

A. Well, there were a number of people there, There were six or eight or maybe ten of them there at times, and they would stand around outside. We couldn't accommodate all of them inside.

Q. Well, did you hear anything in the way of framing or suggesting on the outside?

A. No, not a thing.

Q. Now, in regard to that examination generally—first, I will ask you how many days did you participate in the examination of those entrymen?

(Testimony of John Van Zante.)

A. I don't remember. When I got there—we were there without a stenographer, and I telephoned I think, to the County Clerk at Albany to send out a stenographer and a machine. Inasmuch as it would take so long to take them down in long hand and I wanted copies of them. I don't [572] remember the number of days I was out there. Possibly a week.

Q. Now, during the time that these affidavits were taken, did you observe any improper conduct on the part of anyone connected with the work? If so, I wish you would state frankly.

A. No; everything was conducted there in a quiet, orderly manner as far as I could see.

Q. Well, the questions that appear in the affidavits were actually put to the witnesses?

A. Every question that appeared in those affidavits were put to the witnesses and the answers were given by them, and they were read over to them, or read by them. I am not sure that I read all of them to them; and then they were signed and each applicant was sworn before he gave any testimony.

Q. You kept duplicates? A. How?

Q. You kept duplicates?

A. I kept a carbon copy.

Q. Carbon copies? A. Carbon copies.

Q. What did you do with them?

A. I turned those over to Judge Tanner.

Q. Do you recall what instructions, if any, Judge Tanner gave you before you started out?

A. I think I got my instructions from Mr. Kribs.

Q. Well, what did Mr. Kribs tell you?

(Testimony of John Van Zante.)

A. He wanted carbon copies and wanted me to attend that investigation up there; that there was some questions about the entries and there was a Special Agent going up there and he wanted me to be there and attend that. [573]

Cross-examination.

(Questions by Mr. McCOURT.)

Were you in the office of Mitchell and Tanner at that time? A. No.

Q. That is, a member of the firm?

A. No, I was on the same floor with them—a few doors away from them.

Q. Who introduced you to Mr. Stratford?

A. I didn't hear that.

Q. I say, who introduced you to Mr. Stratford?

A. I don't remember how I met him. It may be I met him at the hotel at Stratford—or at Foster.

Q. Well, I understood you to say you possibly met him here in Portland.

A. Well, yes, I am not sure as to where I met him.

Q. You preceded Mr. Stratford out there to Foster, didn't you? Didn't you go out there before he got there?

A. Yes, I was there at the hotel maybe a day before. I am not sure about that.

Q. And didn't Miss Harkness go out there with him?

A. No, I think she came afterward. I am quite sure she came afterwards, for there was no stenographer there, and I think I telephoned to the County Clerk after Mr. Stratford was there. I am quite

(Testimony of John Van Zante.)

sure I did.

Q. Who else was there? Was the Mealey boys there? A. Who—yes.

Q. John A. Thompson?

A. Yes, Thompson was there and Malone—

Q. That is the entryman Malone?

A. —and Wodtli. [574]

Q. The entrymen were all there who made affidavits?

A. Not the first day—the first day of the examination. They were brought in from time to time.

Q. And the Mealey boys were busy, were they not, getting the entrymen in to make affidavits?

A. Yes, they were around there most of the time—possibly all the time.

Q. They were quite active in— A. Yes.

Q. —seeing that the thing was expedited?

A. Yes, they had the men there right along, and so was Thompson about the same, I suppose.

Q. Who was in the room while the affidavits were being taken?

A. Well, at times I suppose there were six or seven of them in there. There would be Mr. Stratford, Miss Harkness, myself, I think were there all the time, and the Mealeys were in there at times; Thompson and some of the entrymen.

Q. Usually only one entryman at a time was there?

A. No, I think there would be different ones—sometimes there would be probably two or three of them, or four.

Q. At a time? A. Yes, I think so.

(Testimony of John Van Zante.)

Q. Well, is your mind clear upon that question?

A. Quite clear, because the room was crowded.

Q. Well, wasn't it apparent that Mealey, either Will R. or O. Judd Mealey, was very active in helping the witness remember facts?

A. Not in the room.

Q. Not in the room?

A. No, there was nothing of that kind in the room at any time [575]

Q. Whenever a witness was wanted one of the Mealey boys went out and brought him in?

A. Well, I am sure I can't say that. I don't know whether—I think Mr. Stratford would call for someone, and I don't know—

Q. Now, when those affidavits were corrected, wasn't it Mealey who made the suggestion as to the proper corrections?

A. No; I think I heard all the testimony, and when there was something in there that I thought wasn't the way he intended to say it, his attention was called to that.

Q. The witness' attention? A. Yes.

Q. And he always accommodated himself to what you thought the fact ought to be?

A. No, I don't know about that. I don't remember that part at all. The affidavits will show all corrections that were made—the changes.

Q. Well, did you have any knowledge of the facts yourself? A. Not a bit.

Q. Did you know that none of these entrymen had paid any location fees?

A. No, I didn't know anything about that.

(Testimony of John Van Zante.)

Q. You recall, however, that they all testified that they had? A. That they had, yes, they told me.

Q. And that they paid it to Mealey?

A. That I don't remember.

Q. Who was right there at the examination?

A. I don't remember what they testified about—I remember—whatever the affidavits show is what they testified to.

Q. Who made the changes in the affidavits? In whose handwriting were they made when they were made? [576]

A. I think they are all in my handwriting. I could tell if I saw one of them.

Q. Look at that now. I call your attention to Government's Exhibit 4, and ask you who it was made those pen corrections?

A. That is my handwriting.

Q. You did that?

A. That is, the one on page 1.

Q. Now, what did you know about the fellow—how he went across section 18 there?

A. Must have heard him say it.

Q. What? A. Must have heard him say so.

Q. Well.

A. It was rather slow work, the stenographer taking it down on the machine, and sometimes we didn't get the answers down correctly, and then the changes were made.

Q. Well, now, I call your attention to Government's Exhibit 5 there, and ask you if you made the changes down there in the last answer on the page. If that is your handwriting? A. Yes.

(Testimony of John Van Zante.)

Q. You notice there that the fellow said that he—that is, John J. Gilliland—that he said that he paid Mealey \$50 for locating him some time before he was located, and the change is sometime before he “made final proof.” You had no knowledge of that fact yourself, did you?

A. No, I didn’t know anything about that except he testified to it. All I knew is what he testified to.

Q. He testified he paid him before he was located?

A. Yes.

Q. And what occasioned you to have that change inserted there made before final proof? [577]

A. This probably was read over to him and he suggested that was such a time. That is the only way I know about it.

Q. You think he suggested that instead of you?

A. I suppose so. They were read over to him or by him.

Q. Weren’t those corrections suggested by Mealey who was sitting there?

A. Not that I know of.

Q. What? A. Not that I know of.

Q. You remember that Mealey was very officious in the matter, don’t you? A. He was there.

Q. Yes.

A. One of the Mealeys was there nearly all the time, and Mr. Thompson was there too about as much as the Mealeys.

Q. Now, I will call your attention to Government’s Exhibit 6, the testimony or the affidavit of W. J. Lawrence. You will notice there is a whole lot of changes in that one. Just examine them there

(Testimony of John Van Zante.)

and see if you made them all.

A. That is all in my handwriting except the two signatures.

Q. Yes. Well, now, what about this—the witness is made—is asked this question: “Then as I understand you, you don’t know who you sold the land to nor how much you received for it, is that correct? A. I know what I received. I got Mr. Mealey to sell it for me. I got \$50.” Now, there is added to that in pen “over amount of mortgage.” Do you have any recollection of how that came to be put in there?

A. No, I put it in there; I know that.

Q. Now, a little further down “What was the amount and from whom did you borrow it?”—speaking of the final proof money—“A. From Mr. O. J. Mealey, he furnished the money [578] and I don’t know what the amount was.” Then there is added to that, “But think it was \$700.”

A. That is my handwriting. I don’t know how—it is in there; I know that. I don’t remember how it got there.

Q. Then next, further down, “When and where did you give him the mortgage? A. I don’t know without it was in Roseburg.” That is changed to scratch out the indefiniteness altogether, and the word “at” added and made to read, “At Roseburg.”

A. Yes. That was done at the suggestion of the fellow making the affidavit.

Q. You think it was?

A. Yes, I am quite sure of that.

Q. Wasn’t it done at the suggestion of Mr. Mealey?

(Testimony of John Van Zante.)

A. I don't remember that Mealey suggested anything. Now, if he suggested it it was not in my presence. It wasn't in the room where the affidavits were made.

Q. Didn't it occur to you in that examination that these parties didn't know to whom they had deeded that land at all, and that they didn't know to whom they had mortgaged the land at all, and some of them didn't know that they had mortgaged it at all?

A. If I was going through an examination of that kind now I would see things in it that I didn't at that time, and I remember Mr. Stratford saying the evening or in the morning before there was an examination—he said, "These fellows have gone through this three times," I think he said, "And they know about what I am going to ask." But to me it didn't occur that it was a farce, if it was a farce.

Q. You didn't know that they had gone through it three times, did you?

A. I didn't know they had ever been called upon by the Government before. [579]

Q. And they didn't appear as if they had been called upon, did they, when they came in there?

A. Well, they were quite free in their manner. They weren't disturbed.

Q. So far as you were able to ascertain, there never had been any other examination?

A. I didn't know anything about any other examination.

Q. You never heard of any in your connection with the case?

A. Not until Mr. Stratford told me.

(Testimony of John Van Zante.)

Q. Now, the question on the last page: "How much money was paid to you by Mr. Mealey for Mr. Kribs at the time you made the deed and gave it to Mr. Mealey? A. I don't know." Now, that is changed to "\$50" in figures.

A. That change is made in my handwriting.

Q. That is your handwriting? You can't state any more definitely how that happened?

A. No, I can't.

Q. Now, the next question is: "How much money did you borrow on the land? A. I believe it was \$600. I don't know." Changed to \$700. Is that "7" in your handwriting?

A. That is all in my handwriting except the two signatures and the date of the money.

Q. Now, the very last answer when he is asked if he has got anything further to state and he states, "I have nothing further to state." Then there is an explanation made to that. That must have been made by you—

A. It is in my handwriting.

Q. —altogether, because this witness, W. J. Lawrence, probably wouldn't think of this, considering his former testimony: "Except that Mr. Mealey acted as agent only in assisting me to procure the money for final proof and in the sale of the land." [580]

A. That is all in my handwriting. It was there before he signed it.

Q. That was suggested by you rather than the witness, don't you think?

A. No, I don't know about that, Mr. McCourt. His attention was called to his whole affidavit; it was

(Testimony of John Van Zante.)

read over by him or read to him, and these matters came up that way.

Q. Now, here is John Thomas Parker, in Government's Exhibit 10. That change there is the last where he answers: "I had part of the money of my own, and I sold cattle and hogs to the amount of \$411." And you have added in there "Which together amounted" to the amount of \$411. That was a mere grammatical correction you were making there?

A. I made that. I made the change there. That is my handwriting and my signature.

Q. Well, wherever those changes were made they were made by you and you have no present recollection of them now beyond what you have stated here?

A. No.

Q. You were not familiar with the land business at that time? A. No.

Q. Not educated in it as much as people have become in recent years.

A. I just had a general knowledge of it—not particular.

Q. Your instructions from Mr. Kribs up there were to the effect that you were to—or rather, you gathered from what he said that it was the desire to have it appear that the transaction had been regular and that if there was any intervention by Mr. Kribs or the Mealey boys there that would appear on its face to be a little irregular, the intention [581] was to explain all that and make it appear regular.

A. My instructions were to attend that investigation and to bring back copies of the affidavits with

(Testimony of John Van Zante.)

me. He never intimated that he wanted them to say this or that.

Q. Did you receive your compensation direct from Mr. Kribs or through Mr. Tanner?

A. From Mr. Tanner.

Q. Who paid Miss Harkness? A. I did.

Q. You also took some affidavits there in Albany, did you not? A. No.

Q. How? A. No.

Q. At the Revere House? A. No.

Q. Do you remember Rozell—a man by the name of Rozell and a man by the name of Maynard?

A. No, never heard of them. It seems to me as if Stratford went to Brownsville from—

Q. You didn't go to Brownsville with him?

A. No.

Q. Did Mr. Stratford appear to have a pretty thorough acquaintance with Mr. Kribs at the time?

A. Well, I don't know. I never saw Mr. Stratford and Mr. Kribs together, and he didn't say anything about it that I recollect.

COURT.—Did I understand you to say that after these statements had been prepared, some of them were read to the entrymen by you, and other instruments the entrymen read themselves before signing them?

A. They were either read to the entrymen by me or read themselves.

COURT.—Do you remember those who read them, whether [582] that was done in the examining room or whether they took them outside?

A. Well, yes—it may be that some of them were

(Testimony of John Van Zante.)

taken outside. I am not sure about that. That may be, that some were taken outside.

Mr. McCOURT.—What is that?

A. It may be that some of them were taken outside. I am not sure about that.

Q. (By Mr. McCOURT.) Well, Mr. Mealey went out with them whenever they were; if they were, he went out with them?

A. That may be; I don't know about that. I think as a matter of fact—that hadn't occurred to me until just now—I think some of them—I know some of them were taken outside.

COURT.—Read outside; I mean taken out and read before they were signed. A. Yes.

COURT.—Do you remember whether any of the statements that were taken outside were corrected before signing?

A. No, I could not state as to that.

Witness excused. [583]

Taken in case 3320, stipulated to be used in 3319.

[Testimony of Frederick A. Kribs, for Defendants.]

FREDERICK A. KRIBS, a witness called on behalf of the defendants, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. LIND.)

A. There were 14 claims, eight of which averaged about 171 acres, making a total of 1525.44 acres, at \$5.25, is \$12,208.56.

Mr. McCOURT.—How many dollars?

A. \$12,208.56. Now, I gave him May 8th a check of \$3,500, practically on account. I know there was

(Testimony of Frederick A. Kribs.)

some money coming on some of these claims, but there were either some school sections in that same vicinity that were fully closed for, or there were certificates out. At any rate, I gave him \$3,500 on account. May 16th I gave him \$5,962.60, which represented the land office fee in the proofs of May 16th. May 22, 1900, he came to me in Roseburg, and stated he was on his way to California, that he had some options on redwood, that for me to give him all the money that I could spare on this transaction, as he was going to prove up a large tract of land, and it would take money to do it. I wrote him a check for \$9,000. The money, the consideration, the way I figured it out of the lands, of the 1,525 acres at \$5.50 an acre, was \$12,208.56. On the school lands, \$6,400, making \$18,608.56, of the checks that I gave him, amounting to \$18,462.60. Well, I have no records or anything that I can go to to verify and find out about all of these things, and I notice there is about \$140 difference in the account, which probably might have been adjudicated or adjusted in some other way, or there might have been some cash or something paid into the Land Office. I don't know. That is all I can say.

Q. Now, as a matter of fact, those lands were all paid for by you in full, during the months of April and May, 1900? [584]

A. Yes, sir. Practically speaking, all of the people that took these lands, with the exception of two or three, were strangers. They all scattered out. I didn't see so very much of Mr. Puter after that, from that day to this day. We took a trip into California,

(Testimony of Frederick A. Kribs.)

all of us, for a few weeks in the redwoods. Then after that trip, from that time to this, I have only occasionally seen him, and have had but a very little or any business dealings with him. The principal deal was our 11-7 business, that we tried out here a few weeks ago.

Mr. UELAND.—I think we have to just take the testimony right along, because otherwise we would have to cover the relation between the witness and Mr. Smith. I think we will have to take it right along, and then separate it by Mr. Smith.

COURT.—Very well. That will be satisfactory. Mr. Kribs' entire testimony can go into each branch of it.

Mr. UELAND.—Yes.

Q. Mr. Kribs, I now desire to inquire of you in regard to the lands involved in the other suit. I think, in conversation with you heretofore I have referred to those lands as the Mealey claims.

A. Yes.

Q. When did you first learn about those claims?

A. Some time prior, a short time prior to the proof of O. J. Mealey, William R. Mealey, John A. Thompson, and another name—I have looked up—a man named Steingrandt. Shortly before they proved up, Mr. O. J. Mealey met me and stated that they were going to prove up, and would like to borrow money to make their final proofs, [585] and stated they had some money, but they could use that in case they concluded not to sell at once. I told him that I would loan him the money. And I told him beside that that “when you make your proof, instead

(Testimony of Frederick A. Kribs.)

of making a loan, I would a great deal rather buy your land than have a mortgage proposition.”

Q. Well, what was done subsequently?

A. Well, I have some abstracts here, partially from the records in the Land Office, which would state.

Q. By the way, before I forget it. I want to ask you a question in the other case before I overlook it. Recurring to the other case, which you have just testified in regard to, were you present at the Land Office when the second lot of proofs were taken in May, 1900, May 16, 1900?

A. I am not sure whether I was in Roseburg or not. I have no way of swearing to that positively. Now, I might have been there, because on that date there was a thousand dollars check, I believe, given to Mr. Puter, and that I don't know—you have the checks—so I don't know whether it was paid there or in Portland. If it was paid right there in Roseburg and deposited.

Q. Whether you were there or not, who attended to your interest on that occasion?

A. I think it was Mr. Shupe.

Q. He had full charge of the matter of making the loans and taking the conveyances, did he?

A. I instructed him to do that. Now, whether he took them all or not, I cannot tell without looking up.

Q. Did you take any? A. No.

Q. Well, now, we will recur to the matter in evidence. After this transaction with Mealey, O. J. Mealey, with [586] reference to furnishing money

(Testimony of Frederick A. Kribs.)

for proving up on those claims, that you named, the two Mealeys and Thompson and Steingrandt, what was done? A. After the proof?

Q. No, after this conversation with O. J. Mealey.

Mr. McCOURT.—Just a moment. What are you looking at?

A. Come on. Look it over before I go to talking. You have got the stuff that I expected to have and refer to, and I have given it to you, so I have made a memorandum for myself.

Mr. McCOURT.—Well, this is the amounts of the checks.

A. And I have my data and dates, and some abstracts that I have.

Q. As long as it is a list of checks. You have some other memorandum there. I want to know where you got it before you testify about it.

Mr. McCOURT.—That is just a list of checks. I don't have any objection to that. We have the list of checks. I was going to put them in evidence.

A. I gave you the checks when I made these memorandums.

Mr. UELAND.—He is not testifying from the memorandum now, anyway.

Mr. McCOURT.—He was looking at it.

Mr. LIND.—It is simply to guide him as to the dates of the instrument.

Mr. McCOURT.—Well, if he has any use for these.

Mr. LIND.—No, I don't think so.

(Question read.)

Q. After that, what occurred, what did you do?

A. Well, from my memorandum, August 16.

(Testimony of Frederick A. Kribs.)

1900, they made [587] their proof at the Land Office, and the check for \$1,642.04 was paid into the Land Office as their Land Office fees.

Q. Yes. Did you buy their claims from them at that time or subsequently?

A. I practically purchased the claims from them at that time, though I know that August 16th, I paid W. R. Mealey a balance on his claim by check \$429.52. The same date there was a check for Steingrandt, which must have paid for his. Now, on the same dates were two checks of \$100 each which I gave Thompson and O. J. Mealey. The only way that I can explain that is this. As I remember, they gave me some notes—they gave me some notes. Now, they have to go home and have their wives sign those deeds, and when those deeds came back again, August 27th, I gave them checks of \$329.51, \$329.49, and that transaction was closed.

Q. That together with the \$100 made their equity?

A. Yes, sir.

Q. What did you pay for those four claims?

A. I think it was about \$5.00 an acre. No, I think it was \$5.25—\$5.50 an acre.

COURT.—Whom were the checks made payable to, Mr. Kribs?

A. One check is W. R. Mealey, and on the Steingrandt, I think that was made to O. J. Mealey, and the other checks to O. J. Mealey and J. A. Thompson.

Q. Now, tell us all about that bargain and the transaction.

A. Well, about all there was to it they had filed on these lands, and shortly before proof, they came

(Testimony of Frederick A. Kribs.)

down to see me, and I said that I would furnish the money and just whenever their proofs were completed, they had the privilege [588] of giving a mortgage or they could sell out if they wanted to. And I made a bargain and gave them \$5.25 for their lands, and got the title as soon as I could.

Q. Had you ever had any conversation with them or any of them in regard to these entries prior to that time?

A. No. Till a short time before proof was made I have no recollection of knowing that they had filed on any pieces of lands.

Q. You had met them before?

A. I met them by staying all night at their house when we went into the mountains going and coming.

Q. That was about the 20th of May?

A. The first trip.

Q. I mean the first of April.

A. The first of April, and then I was there again, I think it was for one night or possibly two in May, 1900, and then I was not up there again for about eight years.

Q. Prior to the purchase of these lands, had you ever talked with them about making entries?

A. No.

Q. Had they ever told you that they had or intended to take timber claims?

A. They never said anything about timber claims at all.

Q. Prior to the conversation you refer to?

A. Prior to the time that I saw them there in Roseburg, whenever that was.

(Testimony of Frederick A. Kribs.)

Q. Now, when you met them in Roseburg and bought these claims, did you buy them in good faith?

A. I did.

Q. Believing that they had full right and could lawfully sell them to you? [589] A. Yes.

Q. Had you any suspicion of any wrong being intended on the Government, or anybody else?

A. No.

Q. You later bought and took, I think, took mortgages in some instances, of some of the remaining of the claims involved in that suit. Now, proceed and tell us.

A. About the time that this proof was made of these four pieces that we just mentioned—two Mealeys, Thompson, Steingrandt—I had a talk with O. J. Mealey, possibly William R. Mealey was there—I am not so sure—that they were going in there and going to locate a lot of their friends in the Sweet Home country on lands. They thought that they could get money at either Brownsville or Albany; in case that they wanted to get money, would I advance it. I told them if these people took good lands that were not burned, good, virgin timber, that I would advance money; that I would take a mortgage on the lands, whenever they had anything for sale, if it was good stuff, I would be very glad to buy it, and made it good and plain.

Q. When was that conversation?

A. That was not a great while, as I recollect, after this first transaction. I think it was about that time.

Q. Well, what occurred later?

(Testimony of Frederick A. Kribs.)

A. Well, there were nine people, I find from the abstracts and the Land Office book by the name of Billings, S. Pickens, Andrew Wiley, Ericksen, Joe Steingrandt, Joseph Mickalson, John T. Barker, Charles Wiley, George Pickens. There was about 1,440 acres of land. They proved up August 27th, and there was a check paid [590] into the Land Office for the nine claims, amounting to \$3,696.46.

Q. What other conversation did you have with reference to these claims, and with whom, and what was done?

A. Well, on this list of claims of 1,440 acres, I talked with them about this land after their proofs were made, or about that time—1,440 acres—said it was not as good lands as the other, and I told them that I would give them \$4.75 an acre for that.

Q. Well, then what?

A. Well, about the time of proof, or shortly thereafter, at the time they proved up, I always took a note or mortgage or both, as my own protection, and I know the lands. Shortly after that, they all deeded their lands. That is, I have some abstracts here. Here is the receipt of August 27th.

Mr. McCOURT.—Now, what is that you are referring to—that memorandum you made?

A. This is from the County Recorder of Albany and of an abstract of each piece. The abstract of the record, and also some data as to when they proved up.

Mr. McCOURT.—When was that made?

A. In the last few days—last few weeks.

Mr. McCOURT.—This abstract was?

(Testimony of Frederick A. Kribs.)

A. Yes. Part of it is from Land Office records, and part from Albany.

Mr. McCOURT.—I would like to have the witness testify from his recollection.

COURT.—I suppose that is an abstract of what is already in evidence?

Mr. McCOURT.—Yes. [591]

COURT.—Well, if he makes mistakes in dates it can be corrected by the record.

Mr. McCOURT.—I understand. But I want to see whether his recollection is good.

A. I was told I could use this, or I would try to charge my memory. And that is why I have not done it.

Mr. McCOURT.—I want to see how far his memory is charged with these past transactions, rather than from the record aiding his memory to the record.

COURT.—Let him state what he remembers about it.

A. I think some of them sold the same day, and some very shortly thereafter—sold the lands.

Q. Now, you said a moment ago you took a mortgage for your own protection. What did you mean by that?

A. In case they would go home and wanted to change their mind and didn't want to sell, and didn't sell, I would have something to show for the money that I had advanced.

Q. To the Land Office? A. Yes, sir.

Q. Well, how many claims did you buy in the aggregate through the Mealeys?

(Testimony of Frederick A. Kribs.)

A. Well, in this transaction there is, four and nine is thirteen—I think it is 24 claims involved, 24 claims in the proofs of August 16th, August 27th I think there were eleven, and October, making 24 claims in those three lots.

Q. Were you present at the Land Office when the proofs were made in these cases?

A. I think that I was present in August.

Q. Were you present at the subsequent times?

A. I was not present in October.

Q. Had you anything to do with the proofs?

A. No. [592]

Q. When did you pay for these claims—to whom and how? Who brought you the deeds?

A. The deeds were either brought to me or sent to me, either by O. J. Mealey, W. R. Mealey, or possibly Thompson. That I cannot tell. It is one or the other of them. The three of them were working and locating and such a price as I made, whenever these lands were ready for sale, I says, "I will pay so much for them" whenever the deeds were presented.

Q. And you paid for them. State how you paid for those 24 claims that you refer to.

A. On the first nine claims, August 27th. I paid \$1,000 to Mealey brothers and Thompson, in three checks \$333 $\frac{1}{3}$, one check \$333.34, the other two \$333.33, making one thousand dollars. On September 16th I gave Thompson a check for \$542.33, W. R. Mealey, \$542.53, O. J. Mealey, \$542.53 and that left a balance on these lands of \$516.15 of that payment paid to date. Now, the third claims, there was a check to the Land Office of \$4155.68. That must

(Testimony of Frederick A. Kribs.)

have been looked after possibly by Mr. Shupe. I was not there at that time. October 17th there was a check of \$410.61 which was for the Watkins claim. November 1st, I paid O. J. Mealey \$300. December 13th, I gave him \$638.32; December 13th, J. A. Thompson, \$940.82; December 13th, W. R. Mealey, \$940.82. Now, that left a balance on these claims of a little over \$1500. There was a little over \$500 on the lot of nine claims, on October 17, 1902. The only way I can get at it was from some check stubs which stated—stubs of the checks I gave Mr. McCourt when patents were issued on Rock Creek lands. I gave [593] them one check of \$772.04, \$632.54, \$632.54, making a total of \$2037.12. For that account there is about a difference of \$6.00 somewhere, which I cannot account for. Now, in one of these lists of lands, there was a piece of land taken by a man named Fred Wodtli. I found the stub of that check, dated December 13, 1900, for \$850 for the Wodtli claim. Yet in looking up my abstract, I find that Watkins October made a deed, I think, to one of the Mealeys and the Mealey deeded it to me.

Q. Did you know anything about these entries or the entrymen?

A. The entrymen, as I recollect—Q. except the Mealeys and Mr. Thompson—

A. They were all strangers to me.

Q. Did you have any conversation with them at all or dealings with them? A. I did not.

Q. Did you have any conversation with Wodtli?

A. No, I did not.

Q. You made a check to him direct, did you?

(Testimony of Frederick A. Kribs.)

A. No, I think it went to one of the Mealey boys or Thompson. I am not sure. I think they got it. I made some inquiries—I gave \$850 for the land, and my recollection is Wodtli received \$750 or something like that. It might have been \$800. I know I gave \$850 for it.

Q. At the time you bought these claims, did you pay the current market price? A. I did.

Q. Or higher?

A. I paid the market price right through that lands were selling for in that vicinity. [594]

Q. Did you buy them in good faith?

A. I did.

Q. Did you believe that these parties who sold to you—Thompson and the Mealeys you bought from—some of the claims were bought from the Thompsons and the Mealeys, were they?

A. Practically the deeds and the transactions with these people were with the Mealeys. I was not up in that country, and did not know these people, and I looked to Mealeys and Thompson—they were given a good reputation. I stated I would pay so much per acre, and my impression from them was this, that they were going practically themselves for a locating fee, or make a commission or something out of it—make what they had a mind to.

Q. Now, in buying those claims and taking those conveyances did you believe that the parties who made the sales and made the conveyances had the right to do so lawfully and rightfully?

A. Yes.

Q. Was there any doubt in your mind on that

(Testimony of Frederick A. Kribs.)

question?

A. I asked two, all three of them one time, I says: "How are you locating these people, and who are they"? "They are our neighbors; they have lived here for years; some of them born and raised in these mountains. We are locating them." I says: "Are you hiring them to go on there, anything of that kind"? They says, "Nothing of that kind." They says they can go on there, and after they get their land, they can do with it just as they please. They put it up to me as a straight, legitimate proposition.

Q. Well, did you have any reason to doubt their statement?

A. I did not. There was no holler through the country [595] about land frauds or mix-ups or anything of the kind. I was up there in April, or May. At that time I did not even talk to them about any of these lands or anybody else. And I never went up there again for about eight years and a half after. I was very busy off in Coos and Douglas and California, sometimes in Idaho. And I took their word for what they said.

Q. How did you come to take these conveyances to yourself in this instance? They eventually became the property of C. A. Smith, did they not?

A. Yes.

Q. And Swanson?

A. I didn't think anything particular about that, because either they might have been deeded to Willd or any other name he suggested, or to myself, and at the same time, I know I had one idea of buying up quite a bit. I was a stranger here. They would find

(Testimony of Frederick A. Kribs.)

I was practically located and staying here, and it was my name, they would hunt me up, perhaps there might be propositions presented all over the country or territories, and the people would come right directly to me. I would cut out just as many third and fourth men as possible.

Q. Intermediaries? A. Yes.

Q. The money used for paying for these conveyances, was that your own or was it Smith's?

A. That was practically all Smith's land—Smith's money.

Q. In regard to these lands, had you submitted these purchases to Smith before they were made, or did you not submit them until after they were made?

A. I practically told him about them after they were made, as I recollect. But I had talked about that country, certain streams in that country, and the slopeage of [596] that country would be a good territory to group up a tract of land without presenting any particular quarter sections of land.

Q. What were you paid for purchasing these lands for Mr. C. A. Smith?

A. Well, we had quite a argument in settling, about compensation. That was some time in December, 1900, I guess, we made our first settlement, something like about twenty-seven and a half cents an acre or something like that.

Q. Were you buying for other people at the same time? A. Yes.

Q. Who?

A. I grouped up quite a lot of land for Governor Pillsbury, some for John and Charles Pillsbury,

(Testimony of Frederick A. Kribs.)

picked up quite good interests for myself, and then I had interests for Gale, Snyder and had other names, I would have to look up to fresh up my mind.

Q. Now, were you paid the like amount of commission on the lands in the Puter suit?

A. I got for everything prior to December, 1900, I think it was all \$.27½ an acre.

Q. After that you received?

A. Well, about a year afterward, there was not so much scripping and so much business. and there was a contract about one year after that, December, 1901, at \$.50 an acre.

Q. Now, did you have any other relation with C. A. Smith than to look up lands, submit them to him and buy them at a compensation of \$.27½ an acre?

A. No, I could submit lands to whomever I pleased, and whenever I pleased, and that is about what I did, what [597] I have been doing ever since I have been here. I did a great deal of business for him, for the reason that the territories that he selected covered a large expanse of country. The country suited him, and I would show all this up to him, and he would take it. Of course I would take all the money I could get to make investments.

Q. Now, if he had been dissatisfied with these purchases from the Mealeys, or through the Mealeys, for instance, what would have been the result? Would you have kept the lands?

Mr. McCOURT.—Objected to as immaterial, calling for stating a hypothetical case.

Mr. LIND.—It may be indifferently suggestive of the idea, but the idea that I wish to bring out was

(Testimony of Frederick A. Kribs.)

whether or not he would have kept the lands himself if his transaction had not been approved, as bearing—I want to place before the Court fully the actual relations between C. A. Smith and Mr. Kribs. And it is to that end that I ask that question.

COURT.—You can show whether he had authority from Smith to buy this, or whether he bought it on chances of Smith taking it afterwards?

A. Now, had you any instructions from Smith to buy these Mealey claims? A. No.

Q. Did you act entirely on your own judgment in buying them? A. I did.

Mr. McCOURT.—Well, now, if the Court please, I move to strike it out because it is leading. The witness already said he talked to Smith before he bought those claims, about that territory up there, and they concluded that it would be advisable, in the interests of Smith, to [598] group a lot of claims up there, and that was the authority he bought them on. Now, they want to show he bought them on his own hook and submitted them later.

Mr. LIND.—No, I don't say that. I don't pretend that they were bought on his own hook except in this way.

Mr. McCOURT.—Well, that was not the case that arose at all. He might have refused to give them to Smith and Smith might have refused to take them, but he did not.

COURT.—I think he may testify as to the circumstances surrounding this transaction. His opinion is probably not binding on the Court.

Q. Now, during this period, what was the status

(Testimony of Frederick A. Kribs.)

of the account, if you know between you and C. A. Smith? A. How?

Q. Yes, whether he was in your debt, or you in his debt, or how?

A. Well, he was largely in my debt. He owed me quite a little money on former transactions—land matters—before I come here. And I did a great deal of business for him. I accounted for everything I received from him. Consequently by going and demanding a settlement by most any old time, he would be owing me quite a little money.

Q. Now, when he sent you remittances, were they sent for any particular tract, or purchased as a rule, or were they sent simply because you called for money for investment?

A. Well, generally it was because I called for money for investment, and I would probably give him some idea. If I was going way off into a brand new territory or something, he knew nothing about, why I should feel that I should tell him about it; but it would be for lands [599] that I thought he should acquire to group up with what perhaps he already owned.

Q. Now, the moneys sent to you here on the coast, were they charged to you in the accounts of C. A. Smith? Were you charged as a debtor by him for moneys that were sent to you? A. Yes.

Q. And that is the way your account has always stood?

A. Yes. I used to just simply—had at one time a Smith account—would give him credit for whatever he sent to me, and charge him for whatever

(Testimony of Frederick A. Kribs.)

lands I purchased, or any other expenses that should go to that account.

Q. Now, did he always take lands that you purchased that you may have intended to turn over to him, during this period of 1901 and 1902?

Mr. McCOURT.—Objected to as immaterial.

A. Yes. I on my own responsibility selected with scrip between 2,000 and 3,000 acres. He saw the location, and he asked me why I took it. I told him it was very heavy, and it was very nice. He says: "I haven't anything in that part of the territory, and you should have submitted it to me." I says: "All right." I went out and fixed my account over, about two hours afterwards, and come back and I says: "How does this statement suit you?" He says: "Where is the land?" I says: "Other people have got it." I says: "I am going to keep a quarter of it myself, and other people will take it." Well, he asked me some more questions about it, and he says: "You have been in a considerable rush about this." "Well," I says, "any other territories I will see that you know all about it before I go into it." He didn't [600] get it.

Q. How?

A. He never got it, and he has not got it yet.

Q. Well, who has got those lands?

A. It is Pillsbury and Kribs have got it.

Q. Well, the point that I want to get at, when did this occur?

Mr. McCOURT.—Now, just a moment. I move to strike all that out as immaterial.

A. That was some time in the summer of 1900.

(Testimony of Frederick A. Kribs.)

I think it was July or August, 1900.

Mr. LIND.—I wish to be frank with the Court, that I wish to show by this witness the facts as they actually exist, whether the relation as it existed in fact, and as it will be developed here, and by evidence taken in Minneapolis, whether it constitutes an agency. I don't know—that is a question of law for the Court to determine in the final analysis. And it is with the view of placing the actual relations between the parties, in evidence, that I have asked these questions.

COURT.—Very well. You may proceed with the examination upon that theory. I understood Mr. Kribs to testify that Smith visited this section of the country before he made any contract for the purchase of this land, and that he acted on Smith's direction as to this particular locality.

Mr. LIND.—That is true, yes.

COURT.—You may develop the other side of that suggestion.

Mr. LIND.—Yes. You may take the witness.

[601]

Cross-examination.

(Questions by Mr. McCOURT.)

Now, then, in these Mealey claims up there, you say that you did not know anything about those till about the time Mealey went to prove up?

A. It wasn't a great while before.

Q. And that after he did prove up, or the Mealey boys proved up, and one fellow by the name of Antone L. Steingrandt, that Mealey proposed to you that he would get a number of his neighbors to locate

(Testimony of Frederick A. Kribs.)

on lands, and try to buy them from them after they located.

A. Well, I don't know whether he had reference to these particular lands, or some other lands that he intended to locate, or not, because most of the lands involved in these suits were filed on before he came down to ask me whether I would furnish him money in those first four cases.

Q. Well, you didn't say anything about that this morning, did you? A. What say?

Q. You stated this morning you did not—

A. I don't know. I spoke in a general way that he wanted money for some of his friends.

Q. Yes, he was going to get them to locate afterwards. Well now, he never located those fellows until after you and Smith had been up there to look at the land, did he?

A. Prior to that time such lands as he had he turned over, I assumed, to Puter and McKinley, and they did the locating.

Q. You knew that he was one of the men who located the land, or picked it out, for McKinley and Puter?

A. That is what I understood. [602]

Q. You understood that, when you went up there first?

A. I heard it, I think, at the time I was up there, or shortly after.

Q. Mealey was there, and did he go over the ground with you, with McKinley?

A. Yes. William Mealey, I think was with us, and I am not sure about Judd.

(Testimony of Frederick A. Kribs.)

Q. And the next time you went out, when you and Smith went out to look at the lands?

A. I think they both were along.

Q. Both the Mealeys were along?

A. I think so.

Q. And you and Smith expressed yourselves as kind of desirous of acquiring that timber?

A. There wasn't much of anything said. I know the impression I had, that probably Puter and McKinley had selected nearly everything that was worth anything. The odd sections belonged to the Wagon Road Company. I didn't have much of any reason to believe there would be much of anything left in there. I don't think the subject came up at all.

Q. At any rate, all the money that was furnished was furnished by you?

A. Yes; excepting I didn't furnish the money for Wodtli, I think.

Q. No, you didn't furnish the money for Wodtli. He furnished his own money?

A. There might be some more of them, but I cannot tell.

Q. Now, the checks you were speaking of this morning, I will ask you if a mutilated check which I hand you, is one of the checks you mentioned there? I think *per-* [603]

A. I think it was of August 16, \$1642. This is \$1642, and here is some other parts. I don't know how it got torn. I tried to put it together.

Q. Yes. Now, you got your deeds immediately, or practically immediately after you made proof?

A. I think I took two deeds. The fact of the case

(Testimony of Frederick A. Kribs.)

in those four claims I really bargained for them the same day they proved up. I took two deeds that day, and two, two or three days later.

Mr. McCOURT.—I offer that check in evidence. Marked "Government's Exhibit 75."

Q. And you took some mortgages there too, didn't you, the same as you did in the Puter case?

A. I think I took two mortgages and two notes. I cannot tell that now. But I know two had to go to Sweet Home to get their wives to join the deed. And then, if I did, why those papers were no doubt returned to the people who made them.

Q. Did you talk to these entrymen?

A. I had my talk principally, I think, it is with Judd Mealey, but perhaps in these particular cases—I do not remember Antonio Steingrandt—but I talked with Mr. Mealey, the two Mealey boys, and Thompson, I am sure, because I felt I had some acquaintance with them; but this other man I don't recollect of.

Q. You were down there when those fellows were locating, weren't you?

A. I do not recollect when they filed on the land. I do not recollect of seeing them.

Q. You remember helping put old man Billings on the proper [604] piece of land? You got him on the wrong piece.

A. No, sir, nothing like that happened.

Q. Didn't do it? A. No, sir.

Q. Do you remember working the rush act on old man Tuthill down there, and getting a deed out of him right quick?

(Testimony of Frederick A. Kribs.)

A. No, I don't. That is imagination.

Q. He just imagines that?

A. Someone does.

Q. What? A. Somebody imagines that.

Q. He stated it here on the stand. Didn't you hear him?

A. I don't think I was here when he testified.

Q. Now, what day was it you paid the Mealey brothers and Thompson for their lands?

A. I paid August 16th, William R. Mealey a check for the balance of his land.

Q. When had you paid him any before that?

A. It is the money I let him have, that I was going to take a mortgage for, the money paid into the Land Office.

Q. Oh, I see. And that was the very day he made proof, wasn't it?

A. Yes. And I paid for the Steingrandt piece, and one of the Mealeys, or Mealey brothers—I don't know—\$389.44, August 16th.

Q. Yes, the same day.

A. Now then, August 16th, Mealey wanted some money, and Thompson, and I gave them \$100 each.

Q. What was that for?

A. They had agreed, as I recollect, to sell their lands, and they wanted some money. I suppose for personal [605] expenses, or something. I didn't ask them what they wanted it for.

Q. Well, you had already paid them money for their land that same day?

A. No—that is, William R. Mealey and Steingrandt. Now then, this is to O. J. Mealey and J. A.

(Testimony of Frederick A. Kribs.)

Thompson. August 27th, when their deeds came, each one of them got a check for about 329 dollars and odd cents, which closed that account.

Q. Well, they didn't give any mortgage then?

A. I may not have taken a mortgage; I may have taken notes from those two; because they didn't close up at the time.

Mr. McCOURT.—I offer in evidence the checks just described. (August 16, \$389.44, \$429.52, \$100, \$100.)

Marked "Government's Exhibit 76."

Q. How long was it after they made proof that day, that you finally agreed to buy the land from them?

A. That I cannot state.

Q. You are sure it was after proof?

A. Yes.

Q. What makes you think it was not in the morning, about half-past eight, before they went to make proof?

A. Of course, naturally, they would make their proof, and if their proof was all right, the money acceptable to the Land Office, I would have the payment made to the Land Office to complete their proof, and then it would be time enough to take a deed after that, or a mortgage.

Q. You still had in mind the deed proposition there. You thought it would be necessary to take a mortgage out of Mealey's, so you would be sure to get a deed?

A. Not necessarily. If he wanted to go and sell it to [606] somebody else, I would have something to show for the money put into the Land Office.

(Testimony of Frederick A. Kribs.)

Q. Well now, what payments did you make August 27th?

A. August 27th I gave a check into the Land Office for \$3696.46.

Q. Now, that is in evidence here?

A. I think so.

Q. What else did you pay that day?

A. August 27th, I paid \$1,000 to the two Mealeys and Thompson.

Q. In separate checks? A. Yes.

Q. What did that represent?

A. I do not know just what they did with that particular money.

Q. Don't you know why you paid it to them?

A. Yes, I made a bargain, I know,—I am sure—for some of these pieces.

Q. Well, how much later in the day did you draw those checks than the check that you paid the Land Office?

A. Oh, it might have been a few hours; something like that; I don't know.

Q. Well, did you really draw any check? Wasn't that one of those memorandum checks you had authorized the bank to draw, about a week before, for you?

A. I cannot tell. I gave you what I have got, so that you probably can tell. You have got that there. I am pretty sure it was a check that I drew myself. I cannot say. I guess you will find that it is a check that I drew myself—the three of them.

Q. Yes, that is a check for the three of them that you drew? A. Yes. [607]

(Testimony of Frederick A. Kribs.)

Q. But I am talking about the Land Office check, for the payments for proofs.

A. Let's see. I don't know that I have any data here. I cannot tell.

Q. Well, the record will show.

A. I gave you what I had.

Q. Well now, what else did you draw that day?

A. I don't think I drew any checks on August 27th.

Q. Well, you drew those checks?

A. I drew the three checks.

Q. To Judd Mealey and J. A. Thompson that same day? A. I told you about those.

Mr. McCOURT.—I offer that bunch of checks in evidence. (August 27, \$333.33, \$333.33, \$333.34, \$329.49, \$329.51.)

Marked "Government's Exhibit 77."

Q. Now, what is the next check you gave in connection with the Mealeys?

A. September 16th I gave a check to J. A. Thompson; also one to W. R. Mealey, also one to O. J. Mealey, amounting to about 542 dollars and some cents—\$542.33, \$542.53, \$542.53.

Marked "Government's Exhibit 78."

Q. Didn't you make any other payment that day?

A. I can't find that I did.

Q. What were they for?

A. That was, I had it here, these sums of money, total amount paid on the nine claims, \$6323.85. They come to \$6840, or there was \$516.15 due them on the nine claims on September 16th.

Q. That was nine claims that were proved up that

(Testimony of Frederick A. Kribs.)

day? [608]

A. For the nine that proved up at that time.

Q. Yes, and you made a Land Office payment that day, didn't you?

A. This \$3696.46 is included in this \$6323.85.

Q. What \$6323.85?

A. I am sum totalling all these checks that I have given as to these nine entries here.

Q. Well, how did it happen that you were dividing up these moneys equally among O. J. Mealey, J. A. Thompson and William R. Mealey?

A. I made a price, as near as I can get at it,—I had no records to get it exactly; I consulted it recently; and they stated, the Mealeys and Thompson, that this list of lands was \$4.75 per acre. Now, after I had *furnished*, these people made up their mind to sell, I fixed the price at \$4.75 per acre. They could go and buy these lands. And as I thought at the time, in 1900, they were protecting themselves for a locating fee, or they were buying for less than the purchase price that I made. And whenever they would come and want any money—at that time they seemed to be equal partners,—if they all happened to be together, and they wanted a certain sum of money, or something like that, why, they generally all asked for the same amount, or something like that; that they would need in their locating business \$1,000, or \$1200—to divide it up in three equal parts; something like that. It was at their request.

Q. That was based upon the amount of land you were getting, whatever they were paid?

A. Well, not necessarily. They might ask for

(Testimony of Frederick A. Kribs.)

some given sum of money, they might want to use for a land transaction, or something like that. [609]

Q. Now, October 9th is the next one?

A. Yes.

Q. How much was that?

A. We paid the Land Office \$4155.68, that, as I recollect, was a memorandum check.

Q. What else did you pay that day?

A. Well, I have October 17th, paying a check, a memorandum check, I think it was, \$410.61.

Q. And what else?

A. November 1st to O. J. Mealey.

Q. How about October 17th? Haven't you got some more there? Oh, no, that is another year. November 1st, what?

A. November 1st I paid O. J. Mealey \$300. December 13th, O. J. Mealey, \$638.32; December 13th, J. A. Thompson, \$940.82; December 13th, W. R. Mealey, \$940.82.

Q. What were they for?

A. In this list of lands were 1780.23 acres at \$5.00 per acre, was 8901.15. I paid them \$7386.25, which includes the two memorandum checks, I think it is; that is, the two checks into the United States Land Office at Roseburg, on these two claims, would make about \$1514.90, that would be due on this transaction. On the first lot was \$516.15, or making a total balance of \$2031.05. Now, October 17, 1902, about two years after, I paid J. A. Thompson this amount on these patents that were issued. Also I see I paid him \$772.04. I paid O. J. Mealey \$632.54, W. R. Mealey \$632.54, making \$2037.12, or practically over paying

(Testimony of Frederick A. Kribs.)

them about \$6.07 on both transactions; that is, of August and of October, 1900; and the other check, as near as I can explain it, of December 13, 1900, of \$850, was for the [610] Fred Wodtli claim.

Q. That last check you refer to is the one I hand you here now? A. I think that is it, yes.

Mr. UELAND.—Mr. District Attorney, in the paper which I handed you yesterday if you show them to Mr. Kribs. I think you will find a memorandum of taxes, figured in there, which probably accounts for the \$6.00 he speaks about.

Mr. McCOURT.—I don't know.

Mr. UELAND.—It is not very serious; but I am sure I saw it.

Mr. McCOURT.—This Wodtli transaction is not involved in the case, but I might let it go in.

Mr. LIND.—Yes.

Mr. McCOURT.—I introduce the check of December 13, 1901, in explanation of testimony regarding the Wodtli claim.

Marked "Government's Exhibit 79."

Q. Now, did you explain the checks to William R. and O. J. Mealey for \$300?

A. All I can tell now is a question of memory. I have nothing that I can find. Simply it was \$300 on account.

Q. Does it relate to this transaction?

A. It does, to the best I can get at it.

Mr. McCOURT.—I offer it in evidence. Marked "Government's Exhibit 80."

Q. Your check of July 15, 1901, \$250 to Thompson.

(Testimony of Frederick A. Kribs.)

A. July 15, 1901. I don't have that here. I don't see that.

Q. Look at the check.

A. I don't think that this check had anything to do with this transaction. I don't find this \$250 check here.

Mr. McCOURT.—I want the record to show in evidence *t* [611] checks of December 13, 1900, mentioned by the witness. It may be marked as one exhibit (\$940.82, \$940.82, \$638.32).

Marked "Government's Exhibit 81."

Q. How about the check for October 19, 1901? Does that belong in this case?

A. October 19, 1901. No, that is not in this case.

Mr. McCOURT.—I offer in evidence checks of October 17, 1902, to J. A. Thompson, \$772.04, William R. Mealey, \$632.54; O. J. Mealey, \$632.54.

Marked "Government's Exhibit 82."

Q. Now, what kind of arrangement did you have, Mr. Kribs, by which it was held back till after patent some \$2,000?

A. It was a large list of land, and I bought at times a piece of land not patented; and I always make it a rule to hold back money until the patent is issued, in most cases. Even a small technical error, if there isn't anything coming to them, they don't care whether they fix it up or not. If there is something coming to them, they will get out and get busy. [612]

Q. Now, isn't this the proposition instead of the story you have been telling us; that the Mealey boys—that the Mealey boys and Thompson took up those

(Testimony of Frederick A. Kribs.)

three claims with the others with an agreement with you to give them \$5.25 an acre for them when they proved up? A. No.

Q. And with the further understanding that all the other people they could locate and secure the lands for, that you were to pay them \$4.75 an acre for? A. No.

Q. It wasn't? A. No.

Q. And that this story that you have got fixed up now is one that you fixed up since there became a question as to these lands?

A. It is not a fixed-up story.

Q. No, it isn't a fixed-up story. A. No.

Q. And that the Mealey boys under that arrangement were to get the claims at whatever price they could, and you were to pay them—

A. Whenever anything was for sale, that I would pay a certain price for the lands; and I figured that they would either get a commission out of it or else buy the land and make what they could.

Q. And you knew there was not a single one of those fellows that had made an entry there at the time you and Smith was there—there wasn't any unperfected entries in that country when you fellows were there? A. In May, you mean?

Q. Yes.

A. No, I think they filed afterward.

Q. And they come up in batches; brought down to Roseburg [613] there by the Mealey boys—you know that—on the same date to file?

A. I don't know as I was there at different times when they were filing or not.

(Testimony of Frederick A. Kribs.)

Q. You knew they all filed at the same time—or all proved up at the same time?

A. I knew they were proving up about the same time.

Q. And that they were deeding just as quick as they could get their signatures on paper after they proved up? A. Nothing—

Q. You knew that? A. Yes.

Q. Never called that—that didn't arouse your suspicion at all?

A. Nothing strange about it at all.

Q. Did you ask those fellows if Mealey had hired them?

A. No, I didn't see but a few—never talked to them.

Q. Didn't want to see them?

A. Had no business with them.

Q. No. You knew the Mealeys were taking care of them—bringing them down there?

A. That I had no proof of, whether they were bringing them down.

Q. You know they came down when a lot of fellows came to file?

A. I knew the Mealey brothers and Thompson located them.

Q. And you knew that they came with them every time they filed—or every time they came to Roseburg? A. Yes.

Q. Now, is that the regular course of business for a locator to be so solicitous of his—the party he locates as to go around with them in bunches to take

(Testimony of Frederick A. Kribs.)

care of them?

A. It would be all right in this case where they all had [614] to borrow money and someone had to look after their interest. If they didn't come they would have to send somebody else.

Q. Didn't the very fact that the fellows didn't have a cent of money, not even to pay their railroad fare, indicate to your mind something wrong with the transaction?

A. Well, I didn't know they were as destitute as that.

Q. You didn't? A. No.

Q. You knew these people had agreed to pay all the expenses, didn't you?

A. They never said anything to me about paying expenses. What they wanted was the money to pay the entrance fee in the Land Office when they proved up.

Q. And you were to pay for making proof—the publishing notices?

A. Well, I don't recall. I paid whatever the Land Office called for—whether Land Office fees or notices for the paper, I don't know; I don't recollect.

Q. What were you paying that for?

A. For the Government fee at the Land Office.

Q. What was your purpose in making payment?

A. Paying for the land.

Q. Yes. A. So they could prove up.

Q. Well, what was your purpose though? What was the object that you had to attain in the matter?

A. Whenever they would get title I would try

(Testimony of Frederick A. Kribs.)

and get the land.

Q. Now, how did you try to get that land? How were you getting that land there?

A. I had my dealings with the Mealey brothers and Thompson.

Q. You had an understanding with the Mealey brothers they should get the land for you? [615]

A. Well, whenever—that I would furnish the money. I had made no bargain with them.

Q. No, that was the understanding you had with the Mealeys—they were to get the land for you—before they took the fellows down to make proof, you had that understanding?

A. I told them I would furnish the money—the entrance money.

Q. Yes.

A. And that I would take a note and mortgage as my security; that whenever it was proved up, that I would buy it; would buy it just as soon as it was proved up.

Q. And you asked them to look after it and so they got it for you just as quick as they could after it was proved up?

A. They probably could buy it at a less price, but I understood they made a commission on it and would be right there to look after their own interest.

Q. And you had Mr. Shupe down there at Roseburg employed to draw deeds, and whenever Mealey brought in a man, to make a deed for it?

A. He was my attorney.

Q. Was he? A. Yes.

(Testimony of Frederick A. Kribs.)

Q. You gave him instructions whenever the Mealeys brought a man in there, to make a deed for him or any other old instrument that was necessary?

A. I don't recollect giving him any general instructions like that at all.

Q. You did know that you got most of your deeds, or half of them at least, on the day proof was made?

A. Well, they might be half; I don't know. I haven't looked that up. I didn't consider it was any difference whether I bought the same day they proved up or a hundred [616] days afterward if they weren't hired to go on that land.

Q. Yes, and if you didn't hire them yourself there was no state of facts that could make you understand or believe or suspect that anybody else hired them, was there?

A. The question wasn't in my mind to look it up to find out whether anybody was hiring them.

Q. You didn't want to know that; didn't care about it so long as you didn't actually do it yourself?

A. You don't understand one thing. In passing through on the train from Roseburg to Portland at Albany I should think that would be about 100 miles from the land. That would be about the nearest I would be to the property. I was at Roseburg then, on the coast and California, looking after large crews of men examining lands. I wasn't making a specialty—laying awake or thinking a terrible lot about a handful of claims up in Linn County. Had no occasion to go up there or look into it.

(Testimony of Frederick A. Kribs.)

Q. You had been there and there was nobody located there and pretty soon along comes the very fellow that had piloted you through the timber up there offering you a lot of claims newly and freshly located on—

A. Well, what of it?

Q. And that didn't arouse any notion in your mind that he might have had some prior arrangement with these parties he located on the land?

A. I looked up the Mealey boys and Thompson in several places. They were given fine and honest reputations.

Q. Where did you look them up?

A. At Albany; at Brownsville; I asked parties in Lebanon about them. They all said they were responsible people—people of some means and men of their word. Further than that I was never up in that country until about eight and a half years after nearly all those transactions. [617]

Q. Yes, I know you didn't go back there any more. You relied upon Mealey for that absolutely.

A. I had confidence in whatever they might do.

Q. If they told you there was so much timber on a claim you believed it because you had been there and knew generally it was about so much?

A. I had got ideas from the examination I made.

Q. The claims secured were in good position with reference to other claims you had?

A. They laid first rate in that connection.

Q. And just as though you had picked them out yourself to own along with the balance of your claims?

(Testimony of Frederick A. Kribs.)

A. Yes, and then I took as a precautionary measure—occasionally I sent a man from time to time just simply to go out and check up our estimates—some cruiser.

Q. How many cruisers did you have?

A. I had altogether that summer in round numbers, I should think, 15 or 16.

Q. Who all were they?

A. Well, there was a Mr. Davis, a Mr. Norster, Charles and John Thom, McMullen, a fellow named McVicker—some work from John Givens. I would have to look it up to catch all of them.

Q. How long did they work for you?

A. Some of them worked all through 1900, 1901, and 1902 and one of them is working yet.

Q. How did they work—on salary?

A. Principally.

Q. They were in the locating business too, weren't they? A. Not my men.

Q. How about Givens and McMullen?

A. They may—in one location. I think Givens and McMullen [618] and one other fellow made some locations, but they were merely cruising by the day.

A. And this man Thom, didn't he do some locating too?

A. Not after he hired out to work for me and not until after he had quit working for me.

Q. What this Givens and McMullen located you got too? A. No, not all of them.

Q. You got most of them?

(Testimony of Frederick A. Kribs.)

A. I got some of them.

Q. Those you turned over to the Pillsburys?

A. Yes, well, the Pillsbury Lumber Company—to them.

Q. Did they locate those people on their own hook, or on yours? A. What?

Q. Did they locate these people on their own responsibility or on your responsibility?

A. On their own responsibility.

Q. You had nothing to do with that?

A. No, sir.

Q. But you got the land?

A. I got part of the lands they located and some I did not get.

Q. Do you remember what proportion of the amount of money the Mealeys were to have there that you retained? A. In what money?

Q. Of the money that they were to get as the profits of this transaction of locating the people up there?

A. I didn't know at that time how much they were making.

Q. Wasn't it actually understood between you that you were holding back one-third of what would approximately be their profit in the transaction?

A. I thought you asked how much money they had made—about [619] how much they made the quarter. I don't know. I think it was different amounts in different deals. I don't know what it would be in this without figuring it up.

Q. Didn't you understand as an average that you

(Testimony of Frederick A. Kribs.)

were holding a third of what would be their profit in the transaction?

A. Well, I don't know that.

Q. That is, this one transaction here. You had several transactions with them?

A. Yes, I did.

Q. They located lands in the Oregon City district that you got? A. Yes, sir.

Q. Both homestead and timber entries?

A. I don't know so much about homesteads.

Q. Those were matters that went to patent earlier than these— A. Yes.

Q. —and not involved in this case. You did this—generally on your transactions wasn't it a fact that in your dealings with the Mealeys that you understood with them you were to retain one-third of the money until the patents issued—one-third of the profits?

A. Well now, the transaction of October 17th amounts to \$8900; about two thousand was held back, and that would be—it probably—about a little better than two-ninths or probably twenty per cent—something like that.

Q. How long was that held for?

A. What say?

Q. How long was that held for?

A. They received their pay October 17, 1902—

Q. Well now—

A. That would be about two years—something like that.

Q. Well, you had more. How much was held

(Testimony of Frederick A. Kribs.)

back on the other [620] claims now?

A. On the first lot I think it was five—let's see—\$516 was held back and that deal amounted to about \$6800.

Q. Well, how long was that held back?

A. Well, I think that \$515—I think that \$515 or \$516 was December 13, 1900. There was fifteen hundred and some odd dollars due and this \$515 on the first lot was due in September. Now, the next three payments and October 17th practically balanced that, so it would be from December 13th to October in one case and the other case from September 16, 1900, to October 1902.

Q. Yes, but you only paid \$2000, October 17, 1902, didn't you?

A. October 17, 1902, I paid—

Q. Three checks?

A. Three checks, making \$2037.12.

Q. Well, that is all you had held back, wasn't it?

A. That would be all on the—

Q. On those 17 claims or 18, whatever they are.

A. Yes, on the two lists that would be the 20 claims.

Q. 20 claims? A. Yes.

Q. Well, that would be about \$100 a claim you held back?

A. Somewhere about that. There was no regular stated sum as I recollect.

Q. Now, in these cases you made much the same sort of a report to Mr. Smith as you made in the other cases?

(Testimony of Frederick A. Kribs.)

A. I made reports from time to time and just when I made them I can't tell, but generally about every eight or nine months I would make some kind of a statement.

Q. And you reported the troubles that you were having in getting them expedited to patent?

A. I don't recollect so much about it. [621]

Q. Same as in the other case?

A. I don't know as there was any trouble that ever came about these particularly to cause any worryment. I don't remember.

Q. You had a great deal of correspondence with Stratford or with your attorney about it and getting Van Zante and Stratford started out taking affidavits, and writing to the Mealey boys about it and getting affidavits taken, didn't you?

A. There wasn't a very great amount of trouble.

Q. What?

A. There wasn't a very great amount of trouble.

Q. Well, they were held up two years, just the same as the others, weren't they?

A. No—let's see. I think they were issued in June, 1902.

Q. July—August. July 9th part of them, and August 12, part of them.

Q. I don't know the year, but they proved up.

Q. Held up practically two years?

A. Perhaps so.

Q. Yes, just the same as the others. Busy taking affidavits in them with Stratford, weren't you?

A. The affidavits didn't take a very long time.

(Testimony of Frederick A. Kribs.)

Q. And you paid—you paid Mitchell and Tanner \$25 apiece for those entries the same as you had in the others? A. I did.

Q. Then you didn't have Pierce Mays employed?

A. I don't think he had anything to do with those.

Q. No, and you—did you have any correspondence with the Mealeys about those affidavits?

A. I can't recall any correspondence. I remember—I think I talked the matter over with them, probably I did.

Q. They came down here to Portland frequently about it?

A. They have been here. I have met them at Albany. [622]

Q. Did you have any—how many of those affidavits did you take in that case or help take—assist in taking?

A. I was up at Brownsville and there were not very many of the people there and I think I took two affidavits up there—possibly three; I don't recollect.

Q. That is this case?

A. That is the first case.

Q. Didn't you help take the affidavit of Rozell and one or two more in this case?

A. I don't remember those people at all.

Q. You had Mr. Van Zante and Mr. Tanner look after that?

A. At the time Mr. Van Zante went up to Sweet Home, I was not there at all.

(Testimony of Frederick A. Kribs.)

Q. The Mealey boys were there?

A. That is their home.

Q. And you hadn't—you didn't talk to any of those fellows up there personally?

A. No, sir, I was not up there at Sweet Home until about seven or eight years after. Those affidavits were taken in—

Q. You saw the affidavits when taken up there by Mr. Van Zante?

A. Some time after; I had copies of them.

Q. And when those fellows said they had transacted the matters personally with you, you knew that wasn't so?

A. Well, I wasn't there and the Agent took them. They made their own affidavits and he sent them off. I simply filed the affidavits away.

Q. I say, you saw there that the parties had made false statements as to their transactions with you?

A. I may have read it all over at the time. I don't recollect much about it. [623]

Q. Didn't make any impression on you then as being false at all?

A. I didn't look at it anyway. That where they had their mortgage—that it was to be for \$600 or thereabouts and that would be covering the money that would be coming, as I understood it at that time, the idea I had, to the Mealey brothers and Thompson.

Q. You hadn't paid any money on a mortgage?

A. I paid the entrance fee.

Q. Yes.

(Testimony of Frederick A. Kribs.)

A. And then took a note for enough, to cover enough more to protect them in case the lands were not deeded, and I don't claim I did pay it.

Q. And you didn't pay another cent until you got deeds?

A. And when the deeds came down the mortgages and notes were returned to whoever had made them; and whenever the deeds came then the payment was made.

Q. In most instances, there wasn't any mortgage at all. Got deed the very same day.

A. I don't know as it is in most. Probably one-third of the cases that—I could tell that by looking up the data here. I never looked it up.

Q. Well, anyhow, whenever there was a mortgage, you never paid anything over, above the filing fees, or proof fees, until you got a deed?

A. No, whenever I got a deed I paid on those patents what I paid in the Land Office and the price that I had agreed to give for the land.

Q. The mortgage, instead of being security for a loan, was a bar to beating you out of getting the land? A. Well, not exactly.

Q. That was its purpose? [624]

A. It was not.

Q. What was its purpose?

A. In case they sold to anyone else I could put it of record and be protected for the money that I paid into the Land Office.

Q. That is, if you did not get the land that you started out to get? If the fellow violated his in-

(Testimony of Frederick A. Kribs.)

plied or expressed agreement with you people, then you would force him to pay the money that he had actually got of you—keep yourself whole?

A. There was no implied, around-behind-the-door business at all.

Q. You knew at that time that on proof—the final proof, in timber and stone entries required a man to testify he had not agreed to sell the land to anybody, didn't you?

A. He didn't have to do that. No claim—he had borrowed it and gave a mortgage on it.

Q. You knew that question was asked—whether or not you had agreed to sell your land to anybody since you entered it up to the present time?

A. Up to the time of proof?

Q. Yes.

A. Certainly, and the way they put it to me, they could answer no.

Q. Yes, and it was in order to evade that proposition that you fellows framed up that mortgage business? A. Nothing of the kind.

Q. So that you could pretend to be making a *bona fide* loan when you actually had an agreement and understanding with the fellow that you were going to get the land?

A. Nothing of the kind.

Q. You knew you were going to get the land in every case— [625] expected to?

A. I hoped to and expected to, but didn't know until I got it.

Q. You were so dead sure of getting it, you wasn't taking much chance.

(Testimony of Frederick A. Kribs.)

A. You take chances on everything and on every proposition, you go into.

Q. And the purpose of the mortgage was to evade that proposition that you thought was being required by the law at that time? A. No, sir.

Q. It wasn't?

A. No, sir. I have answered that a dozen times and will keep answering it the same way as long as you ask.

Redirect examination of Mr. Kribs applies wholly to case No. 3320. [626]

[Testimony of Irvin Rittenhouse, for the Government (Recalled in Rebuttal).]

IRVIN RITTENHOUSE, recalled in rebuttal.

Direct Examination.

(Questions by Mr. McCOURT.)

I think Mr. Rittenhouse has been called on this same case. He has testified in relation to some statements and affidavits that were taken before him. I show you, Mr. Rittenhouse, an affidavit or a statement, whatever you are a mind to call it, of J. A. Thompson, William R. Mealey and O. J. Mealey, dated the 13th day of January, 1905, and ask you whether or not you took that statement down in shorthand or transcribed it on the typewriter?

A. I took it down in shorthand and then transcribed it as the statement of O. J. Mealey and W. R. Mealey and J. A. Thompson.

Q. Who else was present there at the time besides yourself and the parties?

A. Well, Mr. Burns was present and probably

(Testimony of Irvin Rittenhouse.)

Mr. Heney. I don't know. It was taken in a room over here at the Portland Hotel—Mr. Heney's room.

Q. Yes. Was that a voluntary statement of those parties at the time?

Mr. LIND.—That is objected to as leading and calling for a conclusion.

Mr. McCOURT.—I will let you people ask the circumstances under which it was made.

Q. Was that correctly transcribed at the time?

A. Yes, sir. It was transcribed as taken.

Q. Did the parties read it at the time?

A. They read over it before they signed it.

Q. Understood it?

A. I suppose they did. Read over it before they signed it— [627] was sworn to it.

Mr. McCOURT.—I will ask to introduce the statement in evidence so far as it may be applicable against the defendants J. A. Thompson, William R. Mealey and O. J. Mealey.

COURT.—They are all parties?

Mr. McCOURT.—Yes, all parties.

Mr. UELAND.—It is understood it is not offered as against our clients.

Mr. McCOURT.—No.

Marked "Government's Exhibit 83."

[Government's Exhibit No. 83.]

"AFFIDAVIT.

O. Judd Mealey, William Mealey and John A. Thompson, being first duly sworn, depose and say:

We took up three timber claims in Linn County with the understanding that they were to be sold to F. A. Kribs at the top price, \$5.25 an acre, and after

making final proof we deeded the claims to Kribs or some party who he designated as his agents. We then had an understanding with Kribs that whatever other claims we got for him were to be at a much less price. We had an understanding with Kribs that he was to furnish the money to make final proof. We secured about 23 claims under this arrangement, paying the claimants \$50.00 each in the transaction, and all their expenses. After locating these men we took them to the Roseburg land office and had them make their filings, and when the time came for making final proof we again took them to Roseburg to prove up. We took them at two different times, and on the first occasion Kribs himself was at Roseburg and attended to paying the final proof money; on the second occasion Kribs was not at Roseburg, but Mr. Kribs had advised us by letter [628] that he had made arrangements at Roseburg to have the final proof payments made. After we took the men to the land office to make final proof and at the time said proof was made, Judd Mealey signified to the officials by a nod or a look that they were Kribs' men, and walked out, not paying any final proof money, but understanding as we had been informed by Kribs that he had attended to the matter. We then had the men sign certain notes, mortgages, and deeds, conveying the lands to Kribs through his agents. We then paid the men \$50.00 apiece, and we received from Kribs two-thirds of the amount we were to receive, the other third being retained by him until patents were issued. Our profits on each claim amounted to about \$92.00 each, or about \$275.00 on each claim, which we divided between us.

(Testimony of Irvin Rittenhouse.)

This is the general plan under which we worked for Kribs in this deal.

J. A. THOMPSON.

WILLIAM R. MEALEY.

O. J. MEALEY.

Subscribed and sworn to before me this 13th day of January, 1905.

WILLIAM J. BURNS.

Special Agent G. L. O."

Q. You notice, Mr. Rittenhouse—you work in the General Land Office, don't you? A. Yes, sir.

Q. How long have you been in the General Land Office? A. Since December 1, 1899.

Q. Have you noticed what is commonly called the Stratford reports in this 3320 case?

A. Yes, sir, I am familiar with those entry papers in these cases. [629]

Q. Is there any way by which those affidavits that are printed might be printed through the authority of the Land Office? A. No.

Mr. LIND.—That is objected to as incompetent. The witness not having shown himself competent to give an opinion on that question.

Q. Well, are you familiar with that?

A. Thoroughly familiar; in fact, I have charge of the preparation of blanks in the General Land Office and records. I am supervisor and have charge of the records of the General Land Office in addition to my duties in the Accounts Division. I am as familiar as anybody in the General Land Office with all papers that are prepared there and have been prepared for the last eight or ten years.

(Testimony of Irvin Rittenhouse.)

Q. Well, is there any way by which printed matter of that kind is made up under the authority of the Land Office?

A. Never under authority of the General Land Office.

Cross-examination.

(Questions by Mr. LIND.)

When did you first observe these printed copies?

A. In December or January—December, 1904, or January, 1905.

Q. Were you at any time connected with Division "P" or examination of entries under suspension for one purpose or another—prior to that time?

A. No, sir.

Q. You say that the presence of these printed copies of affidavits were something unheard of, unusual, unknown? A. Very unusual.

Q. Unknown, uncommon?

A. Uncommon. [630]

Q. Wouldn't that fact, if so, have excited unusual suspicion in the General Land Office and in the Secretary's office?

A. No doubt did. It would and it did.

Q. It is a suspicious fact in itself, was it?

A. Yes, sir.

Q. A badge of fraud?

A. Well, not necessarily a badge of fraud, but a circumstance that would warrant further investigation when they find a batch like this in contiguous tracts.

Q. Was there any further investigation on that score?

(Testimony of Irvin Rittenhouse.)

A. Well, that may have had something to do with further investigation—with the holding up of those claims in addition to the protest filed there in 1900. As a matter of fact, since I come to think of it, the clerk who had charge of those cases, Ogden, if I am not mistaken, said that was one fact in connection with them that aroused his suspicion—those printed affidavits.

Q. That aroused the suspicion of the Commissioner's office or of the Secretary's office?

A. I don't know anything about the Secretary's office.

Q. That was what caused the thorough sifting and investigation of these cases before they went to patent, was it? A. One of the circumstances.

Q. Now, at the time that statement received in evidence was taken, do you remember the date?

A. Well, Mr. McCourt's statement of it—I wouldn't have remembered it independently. I knew it was January some time. It is January 13, 1905.

Q. How soon was it after you came here?

A. About a month after I came here. I got here in December, 1904. [631]

Q. At the time that that statement was signed by the parties named, did you know them personally?

A. Only from seeing them occasionally around the rooms over there at the hotel.

Q. How many times do you think you had seen them around those rooms at the hotel prior to the time of that signing?

A. Well, I think they were around there several

(Testimony of Irvin Rittenhouse.)

times before we finally took their statement. There were so many; there were probably fifty or a hundred entrymen around there at the time. I could not state definitely.

Q. Well, these men had been around two or three weeks, had they not?

A. They had been in town for quite a while, I think.

Q. Under subpoena? A. Under subpoena.

Q. Interviewed from time to time?

A. No, they weren't interviewed by us from time to time. By "us" I mean by Mr. Burns and Mr. Heney, so far as I know.

Q. Were you with Mr. Burns all the time?

A. A good deal of the time.

Q. Were you with Mr. Heney all the time?

A. Off and on. I worked for both of them.

Q. How many times had these men been interviewed, to your knowledge?

A. Well, my recollection is that they hadn't been interviewed more than once or twice before their statement was taken. I know they were around the hotel.

Q. How did they come to make this statement? Did they volunteer it?

A. Yes, they volunteered it.

Q. Why did they volunteer it?

A. You will have to ask them. I don't know. They probably [632] were scared after those others came in. The entrymen came in and were giving statements as had been reported, and why they volunteered, I don't know.

(Testimony of Irvin Rittenhouse.)

Q. Was Puter there a good share of the time?

A. Yes, sir, Puter was around a good deal.

Q. Constantly in those rooms?

A. Not constantly, no, sir.

Q. Well, I mean every day?

A. No, not necessarily every day. Mr. Heney and Mr. Burns didn't have Puter around there all the time, because Mr. Puter just came over to the Government, as it were, and they weren't willing to have him around and know everything that was going on.

Q. Well, he interviewed all those men, did he not?

A. No, sir, not all of them.

Q. I mean, most of them?

A. He would get leaders to us.

Q. You heard him testify on the stand yesterday?

A. Yes, sir.

Q. You noticed,—you heard him say that he made statements to the parties that they must confess—admit some wrongdoing in order to be permitted to make a statement and be excused and go home. Did you hear those statements made?

A. I heard—Mr. Puter's statement or the statements that he says?

Q. Did you hear the statement on the stand?

A. I heard Mr. Puter's statement, yes, sir.

Q. Did you hear statements of that character made in those rooms? A. No, sir, I did not.

Q. Will you swear that those statements were not made to those parties who signed statements of this character? [633]

A. Oh, I don't know what Mr. Puter said to those

(Testimony of Irvin Rittenhouse.)

parties. I don't know. Of course I wouldn't swear to that.

Q. But now, Mr. Rittenhouse, speaking as an officer of the Government, and knowing the situation as you do, is it your judgment that statements of that kind were not made? I will take your judgment upon it.

A. Yes, sir. It is my judgment that statements of that kind were not made.

Q. By whom?

A. By Mr. Burns or by Mr. Heney. As to what Mr. Puter said to these men, I don't know.

Q. He was commissioned by Mr. Burns to round these fellows up, was he not?

A. I don't think he was, no sir.

Q. He did as a matter of fact, did he not?

A. He may have helped to get them around there.

Q. Don't you know that he did?

A. I don't know that he did. I think Andy Nicholls was the man that did most of the work.

Redirect Examination.

Mr. McCOURT.—I have a letter written by Mr. O. J. Mealey that I would like to introduce in connection with that affidavit.

Mr. LIND.—No objection. Of course, not as against any of our clients.

Letter marked "Government's Exhibit No. 84," and read as follows:

[Government's Exhibit No. 84]

“Foster, Oregon, Jan. 18, 1905.

Mr. W. J. Burns,
Portland, Oregon.

Dear Sir:—

Knowing that you were very busy I thought best [634] not to intrude on your time at Portland. In regard to those two men (Pickens and Gilliland) who failed to give affidavits, if it is your desire you may forward them with instructions and I will do as instructed by you and will gladly assist you in any manner possible. These men's cases are similar like the rest that made proof at Roseburg. Mr. Pickens if you remember was sick, consequently was not able to return to Portland this last time, while Mr. Gilliland was excused to come home to attend to his sick wife, and has never been discharged and has instructed me to write you regarding his case and wishes to sign the affidavit and be discharged, but does not know what to do regarding his mileage on his subpoena. Trusting that you will instruct me in this matter, will close.

Yours respectfully,

O. J. MEALEY.”

Mr. McCOURT.—Here are a couple of deeds. Deed of O. J. Mealey and wife to Frederick A. Kribs; deed of John A. Thompson and wife to Frederick A. Kribs. I think that perfects the deed part of the record.

Mealey deed marked “Government's Exhibit 85.”

Thompson deed marked “Government's Exhibit 86.”

Witness excused. [635]

[**Testimony of Fred Wodtli, for the Government (in Rebuttal).**]

FRED WODTLI, a witness called in rebuttal, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

You live at Sweet Home?

A. At Foster.

Q. And where do you live with relation to the store of Watkins?

A. About half a mile at that time, away from the store. I lived with my father at that time, but at present I am living at Foster.

Q. Well, I want to ask you about certain persons that you have talked with up there. During the year 1900 do you recall Joseph O. Mickalson, Joseph Steingrandt, Oliver Errickson, John Gilliland, Alexander Gould, and Richard Watkins, taking up timber claims in that part of the country? A. Yes.

Q. Did you have any conversations with those persons or any of them up to the time they made their entries or proofs, as to what they had received for their claims, or the circumstances under which they had taken them? A. Why, it was open talk—

Mr. UELAND.—Just answer yes or no. Don't say what was said. Did you have such talk with them? Just say yes or no. A. Yes.

Q. And where did you talk to Joseph Mickalson?

A. In the post office Sweet Home.

Q. Was he alone there? A. Yes.

Q. What did he state to you about his claim?

Mr. UELAND.—Objected to as hearsay and in-

(Testimony of Fred Wodtli.)

competent [636] against the defendants we represent.

COURT.—Was Mickalson a party to this suit?

Mr. McCOURT.—Yes, sir, and it was at a time when the conspiracy, so far as anybody was related to it, was in active consummation.

COURT.—You can ask as against Mickalson, as he is charged in this bill as one of the conspirators.

Mr. McCOURT.—We want to except to the limitation if the Court please, so that if the Court should find we should be allowed a little more leeway later, we are entitled to our right.

Q. What did Mickalson say there?

A. He told me he was getting \$50 like the rest of them.

Q. From whom did he say he was getting it?

A. From the Mealeys.

Q. Was that before he made proof or afterwards, or do you recall?

A. I couldn't—I couldn't say whether it was before or after.

Q. How near was it to the time at which he had made his proof—that is, relatively; it is a long time ago.

A. It was somewhere there close to proof or after.

Q. And Joseph Steingrandt—where did you talk to him? A. At the mill.

Q. At the mill that you were operating there?

A. Yes, sir.

Q. And did he talk to you about this timber claim? A. Oh, yes.

Q. Was that before he had filed or before he

(Testimony of Fred Wodtli.)

proved up afterward?

A. I would judge it was before he made proof.

[637]

Q. What did he say?

A. He was getting \$50.

Mr. UELAND.—We want the same objection.

Mr. McCOURT.—The same objection will follow.

Q. Did he say who he was getting that from?

A. Yes, from the Mealeys.

Q. Oliver Errickson—did you talk to him?

A. Yes.

Q. Where did you have your conversation with him? A. Right here in Foster.

Q. Was he alone or in a crowd?

A. Well, I couldn't say as to that, whether he was alone or not, but I had talked to him there in Foster in regard to this.

Q. What statement did he make in relation to his timber claim? A. He was getting \$50.

Q. Was that before he had made proof?

A. I couldn't say as to that. It was about that time—close to that time.

Q. And John Gilliland?

A. I couldn't recall just the exact time that I had talked to him, but then I knew that he was—he had taken up a claim.

Q. Where did you talk to him?

A. I believe it was in Foster.

Q. Alone there or in a gathering?

A. I couldn't state now exactly that it was in a gathering, or whether it was just by himself.

Q. Well, what did John say about it?

(Testimony of Fred Wodtli.)

A. He was getting \$50.

Mr. UELAND.—Same objection. [638]

Q. Whom did he say that was from?

A. From the Mealeys.

Q. Alexander Gould?

A. Yes, I talked to him at Foster too.

Q. Was that before or after he had made his proof?

A. I couldn't say as to that, but I think it was after.

Q. How long after?

A. Oh, it might have been a week or ten days—maybe two weeks. When he got back.

Q. And what did Alex say? A. He got \$50.

Q. Did you talk to Richard Watkinds?

A. Yes.

Q. Where did you talk to him?

A. In the store.

Q. Was that before he had made proof?

A. I couldn't say as to that, whether it was before or after. He got—

Q. How near the vicinity of proof time was it?

A. It might have been two weeks either before or after. I couldn't say just the day. It is kind of faint in my memory.

Q. What did Richard Watkinds say?

A. He told me he got \$50.

Q. From the same parties? A. Yes.

No cross-examination.

Witness excused. [639]

[**Testimony of Frederick A. Kribs (Recalled for Further Cross-examination—in Rebuttal).**]

FREDERICK A. KRIBS, recalled for further cross-examination.

(Questions by Mr. McCOURT.)

While on the claim of Richard Watkins, Mr. Kribs, do you recall the postponement of his proof?

A. I do not.

Q. That it was postponed beyond the time, beyond October 9th, until a week later—ten days later?

A. I recall a check of \$410.75, I think was for his portion, but for what reason—why it was later, I do not know.

Q. Don't you recall that it was discovered about the time that Watkins was to start for Roseburg, there was a judgment against him up there in Linn County, and they couldn't permit him to make proof until that was gotten out of the way?

A. That is the first time I have heard of it—was right now.

Q. You don't know—didn't see that—didn't know anything about it? A. No, sir.

Mr. McCOURT.—May the record show that there was such a judgment? Something like \$80 against Mr. Watkins in Linn County, and that it was satisfied on October 16th?

Mr. LIND.—If you know it to be a fact, just state that fact, but we don't want any inference to be stated in the record.

Mr. McCOURT.—I can't recall now who the judgment was in favor of.

Mr. LIND.—It is immaterial.

(Testimony of C. J. Reed.)

Mr. McCOURT.—It is understood that the question asked by counsel for the Government of counsel for the defendants may stand as a statement in the record and it is agreed that such was the fact. [640]

Mr. LIND.—Subject, of course, to the objection as to competency and relevancy.

Witness excused. [641]

[**Testimony of C. J. Reed, for the Government (in Rebuttal).**]

C. J. REED, a witness called on behalf of the Government in rebuttal, being first duly sworn, testified as follows:

Direct Examination.

(Questions by Mr. McCOURT.)

You are the Marshal? A. I am.

Q. United States Marshal? You were such Marshal in 1908? A. I was.

Q. Do you recall the lodging in your hands of the subpoena ad respondendum in this case?

A. For whom?

Q. Against the defendant C. A. Smith?

A. Yes.

Q. In fact, against all the defendants?

A. Yes, all of them.

Q. State what information you had at that time, or secured at that time, as to the presence of Mr. Smith in Oregon and what effort you made to serve Mr. Smith personally in Oregon.

Mr. LIND.—That is objected to as immaterial.

Mr. McCOURT.—I think, if the Court please, it is material. Counsel has indicated an intention of

(Testimony of C. J. Reed.)

claiming here that because a regular subpoena ad respondendum was issued followed by an application for substituted service rather than an original application for substituted service, that the statute as to eight of these claims, ran before a proper process was issued, and I want to show that as far as the defendant C. A. Smith was concerned, the Government understood he was in Oregon, and made an effort to serve him in Oregon. [642]

Mr. LIND.—Counsel entirely misapprehends our position. We do not criticize the form of the process by which these defendants were brought into court. He directed that and that is his privilege and pleasure, but we say that as to a nonresident defendant there is no service against him until a proper process be issued against him as a nonresident defendant. That is our position.

COURT.—I suppose the Government can show what they did under this process, for the purpose of making up the record.

Q. Go ahead.

A. Well, my records show and the accounts of the deputies who served this process, which are all a matter of record, that about May 30, 1908—

Mr. UELAND.—We don't think that is competent evidence.

COURT.—I suppose the Government wants to show what diligence he made to attempt to serve Mr. Smith.

Mr. UELAND.—Would a record in the Marshal's office prove that?

COURT.—The Marshal testifies from his records.

(Testimony of C. J. Reed.)

Mr. McCOURT.—He will supplement that by recollection.

A. My record shows the dates only,—the dates of the accounts. About that time—

Mr. UELAND.—Have you any personal recollection of those things you are testifying about?

A. Absolutely—so far as the facts are concerned, but not of the dates without looking up the accounts. I have a personal recollection of the facts, because they were all in my hands and these men did this work by my instructions absolutely.

COURT.—You may testify to what you know.

A. I was told in my office—Mr. Puter came to my office [643] and notified me Mr. Kribs was in town—or Mr. Smith was in town—was staying at Mr. Kribs' house. Mr. Puter was very anxious that Mr. Smith should be served, and I sent men to Mr. Smith's house about that—Mr. Kribs' house about that time. They called there and asked for Mr. Smith, and also went to Mr. Kribs' office, and were told in every case that Mr. Smith was not here, although Mr. Puter said that he saw him here in town with Kribs, and I made no service at that time. We didn't succeed in finding Mr. Smith. Then later Mr. Smith was reported to be up in the 11-7 country, around Sweet Home; had been seen at Brownsville, and I had a man go up there and make careful search and he couldn't find him; didn't find him.

Then later in August of that same year we heard that he was at Marshfield, and I had a man go down to Marshfield, and we didn't succeed in serving, although the report was that he had been there and

(Testimony of C. J. Reed.)

gone. Then later, in February, we found him at Marshfield at the mill, and that was when he was served.

Q. Did they serve him twice?

A. Once.

Q. I had him served in Minnesota on August 11th.

A. Yes, but I didn't serve him in Minnesota. This is a record of my office. I served him here and as soon as—

Q. Must have been an alias subpoena ad respondendum issued.

A. Possibly—I didn't look that up.

Q. I think returned on July 8th.

Mr. UELAND.—Possibly it was mistake and he wasn't served in Marshfield. He was served in Minnesota.

Witness excused.

Government rests.

Defense rests. [644]

Government's Exhibit No. 1.

No. 3319.

Roseburg, Oregon, Aug. 27, 1900.

PAID

No. —

Sep. 1, 1900,

Roseburg, Ore.

FIRST NATIONAL BANK OF ROSEBURG.

Pay to J. H. Booth, or Bearer, \$3696 46/100
Thirty six hundred ninety six and 46/100 Dollars.

FRED A. KRIBS.

UNITED STATES

INTERNAL REVENUE

Documentary Stamp

2

Documentary Stamp

2

(ENDORSED)

J. H. Booth

2

Filed May 10, 1910. G. H. Marsh, Clerk. [645]

Government's Exhibit No. 2.

No. 3319.

MEMORANDUM CHECK.

FIRST NATIONAL BANK.

Roseburg, Or., 10/10, 1900.

Paid Land Office for 10 claims, \$4155.68 On bank's
acct. Charge

FRED A. KRIBS.

Paid Oct. 10, 1900.

Roseburg, Oregon.

Cop. on C. A. S. Acct. On new Bank Ledger.

Filed May 10, 1910. G. H. Marsh, Clerk. [646]

Government's Exhibit No. 3.

No. 3319.

MEMORANDUM CHECK.

FIRST NATIONAL BANK.

Roseburg, Or., 10/17, 1900.

Paid Land Office on Richd. C. Watkin.
\$410.61. Charge

FRED A. KRIBS.

PAID

OCT. 17, 1900.

FIRST NATIONAL BANK,

ROSEBURG, OREGON.

Cop. C. A. S. deal. Also on Roseburg Bank Acct.
New Bank Ledger.

Filed May 10, 1910. G. H. Marsh, Clerk. [647]

**Affidavit of W. W. Billings in Government's Exhibit
No. 4.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Fraudulent Entry of WM. W.
BILLINGS to the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$
of Sec. 17, and the N. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ and
the S. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 18, Tp. 14
S., R. 3 E.

WM. W. BILLINGS, being first duly sworn ac-
cording to law, testifies as follows:

Q. State your name, age, occupation and place of
residence.

A. William W. Billings; age, 63; occupation, a
farmer; place of residence, Foster or vicinity.

Q. Are you the same person who made a timber
entry of the land above described? A. Yes.

Q. Who, if anyone, first suggested to you the ad-
visability of taking up this land?

A. No one in particular, it was generally spoken
of through the country.

Q. How far do you reside from this land?

A. About five or six miles.

Q. Who, if anyone, selected this land for you or

located you on the land?

A. Mr. John Thompson.

Q. How much, if anything, did you pay him for his services?

A. About \$40.00 or \$50.00. He was owing me at the time.

Q. How thorough an examination, if any, did you make of the land before you applied to enter it?

A. We started at the N. E. corner section 18, and went clear across the quarter sec. by pacing, then we went west at least two or three [648] hundred paces, and came back through the land the whole length of it by compass, so that I pretty thoroughly understood the land. I had a general knowledge of the land before that time.

Q. How did you identify its land by its numbers as being the land on which you afterwards filed?

A. We went to and examined the witness trees at the N. E. corner of Sec. 18.

Q. What was your intention at the time you made this entry as to the use you intended to make of this land, after you had obtained the title thereto?

A. I, like *the* maony of the people in here, was looking for big interest in lumberings. I have a family of three large boys that were interested very much in obtaining steady work; I didn't know but that I might lumber it myself. I was in hopes that the wheel of fortune would turn to my advantage.

Q. What disposition did you make of the land after you had obtained the title?

A. I was too poor to retain it. I sold it to Frederick A. Kribs for \$800.00.

Q. On what date did you make your final proof?

A. It was tolerable well in August; I don't re-

member the date exactly.

Q. How long was it after you made your final proof before you sold the land to Mr. Kribs?

A. About a week, I think.

Q. Did you have the transaction with Mr. Kribs personally, or did someone act as his agent in making the sale.

A. Knowing from the advertisements in the paper that I could borrow money for the paying out on this land, I obtained temporarily from Mr. O. J. Mealey money sufficient to pay out on the land. He told me that Mr. Kribs would advance me the money on mortgage. I being a married man, I had to secure him a little better than some others. [649]

Q. I understand you to say that Mr. Mealey acted as the agent of Mr. Kribs?

A. Not at all only so far that he introduced me to Mrs. Kribs; if he had *a* any further interest as an agent I don't know.

Q. Did you borrow the money or any part thereof with which you paid the Government for this land and the other expenses, and if so of whom?

A. I borrowed *a* most of the money from Mr. O. J. Mealey; I had little myself. I am a Government dependent, myself.

Q. If you borrowed the money of Mr. Mealey, \$600.00, why did you give Mr. Frederick A. Kribs a mortgage for the amount?

A. It was a temporary—to O. J. Mealey which had to be met. I knew nothing of Mr. Kribs until I received it of Mr. Mealey; of course, I had seen Mr. McKinley's advertisement in the Brownsville papers that he would *would* furnish money for men

to making final proof.

Q. When did you first make arrangements with Mr. Kribs to get the money of him to pay Mr. Mealey?

A. Late in the afternoon of the day that I made final proof of the land at Roseburg. I believe it was the only time I ever saw Mr. Frederick Kribs.

Q. Did you at the same time and place make arrangements with Mr. Kribs to let him have the land for \$800.00? A. No, sir.

Q. When and with whom did you make the agreement to let Mr. Kribs have the land for \$800.00?

A. I can't tell the date; *it well* in the latter part of August, the last day, perhaps. It was through Mr. O. J. Mealey.

Q. Is it not a fact that you made your final proof about the 26th or 27th of August, and that the deed was made the 1st of September following that?

[650]

A. It might have been, but I was thinking it was the last of August, although it may be the 1st of Sept.

Q. How did you come to make the sale of the land to Mr. Kribs through Mr. Mealey?

A. Because I was virtually obliged to; I felt that I could not hold it in any way, and indebtedness had to be met.

Q. Who paid you for the land Mr. Kribs or Mr. Mealey?

A. Mr. Kribs paid me for the land; it came through Mr. Mealey.

Q. Where did you receive the money?

A. I received the money at home. Mr. Mealey brought it down to me.

Q. Where was the mortgage drawn to Mr. Kribs?

A. I couldn't tell you that.

Q. Where did you sign it yourself?

A. I signed it at home, I think, but am not certain; my wife and I both signed it together.

Q. You may state anything further which you desire in regard to this transaction.

A. Nothing more that I can think of now.

WM. W. BILLINGS.

Subscribed and sworn to before me this 7th day of November, 1901.

E. D. STRATFORD,

Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [651]

Affidavit of John J. Gilliland in Government's Exhibit No. 5.

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
JOHN J. GILLILAND to the N. W. $\frac{1}{4}$ of Sec.
28, Tp. 14, S. R. 4. E.

JOHN J. GILLILAND, being first duly sworn according to law, testifies as follows:

Q. State your name, age, occupation and place of residence.

A. John J. Gilliland; age, 30; farmer; Foster, Linn County, Oregon.

Q. Are you the same person who made a timber entry to the land above described?

A. Yes, sir.

Q. Who, if anyone, first suggested to you the advisability of taking up this claim? A. No one.

Q. How did you happen to take the land?

A. Well, I thought I needed it.

Q. What did you think you needed it for?

A. Probably for what timber was on it.

Q. What use did you expect to make of the timber?

A. I thought sometime the timber might be valuable.

Q. Who, if anyone, located you on the land?

A. Mr. Wm. Mealey.

Q. How much, if anything did you pay him for his services? A. \$50.00.

Q. When did you pay him?

A. I don't recollect just exactly sometime before I made final proof.

Q. How did you happen to get Mr. Mealey to locate you? A. Well, he was in that business.

Q. How far do you live from this land? [652]

A. About 12 miles.

Q. Has you ever been on this land prior to the time you was shown it by Mr. Mealey?

A. No, sir.

Q. How did you identify the land which you examined as the land on which you afterwards filed?

A. By the corner posts and witness trees.

Q. How thorough was the examination which was made by you of the land?

A. Why, I went over the land and looked at it.

Q. Are you sufficiently experienced in estimating timber to be able to give the amount of timber on this land? If so, state the amount.

A. I am no expert but I suppose about 40 to 50,000 to the acre.

Q. What disposition did you make of this land after you obtained the title?

A. Sold to Frederick A. Kribs for \$850.00.

Q. On what day did you make final proof?

A. The 9th, I think, of October.

Q. When did you sell the land?

A. I sold it a day or two after I proved up.

Q. What was the cause or motive which induced you to sell the land so soon after you had obtained title to it? A. I wanted the money.

Q. What for?

A. I wanted it for other purposes.

Q. What was your intention in regard to the use you would make of the land or the timber at the time you made your entry?

A. I thought sometime I might want to sell it.

Q. Did you believe at the time you made your final proof that you would sell the land or the timber in a day or two after you made your proof? [653]

A. No.

Q. What caused you to change your plans in regard to the matter? A. I needed the money.

Q. Did you need it any worse a day or two afterwards than the day you made your proof?

A. Yes, sir.

Q. What was the occasion of your needing it at that time? A. I was in debt.

Q. Did you borrow the money or any part thereof with which you paid the Government for the land or the expense incident to the entry? A. Yes.

Q. Who of and what amount did you borrow?

A. \$700.00 of Mr. Frederick A. Kribs.

Q. When did you receive the money of him?

A. I don't recollect just exactly when I got it.

Q. Did you have this transaction with Mr. Kribs personally, or did someone act as his agent in loaning you the money?

A. O. J. Mealey acted as his agent.

Q. How did you ascertain that Mr. Mealey had money to loan for Mr. Kribs?

A. He told me he did.

Q. Where did you receive the money from him?

A. At Roseburg.

Q. At the time you made your proof?

A. Yes, sir.

Q. Was Mr. Kribs present when the money was passed to you? A. No, sir.

Q. Was the money you borrowed paid you in a check or in cash? A. In cash.

Q. Did you give a note or a mortgage for the amount? A. I give a mortgage. [654]

Q. On this land?

A. Yes, sir; on the land I entered.

Q. When was the question of your selling the land first mentioned and by whom?

A. Directly after I proved up. The evening of the same day.

Q. Who was the conversation with?

A. O. J. Mealey.

Q. State what was said as near as you can.

A. I told him I wanted to sell the land and he said he would buy it.

Q. Did he say he would buy it for himself or for Mr. Kribs?

A. I don't know as he said. We just talked over about selling the land, agreed on the price that evening.

Q. Was the deed made out then and there and brought home by you to be signed by you and your wife? A. Yes, sir.

Q. Are you personally acquainted with Mr. Kribs? A. No, sir.

Q. Well, as I understand you, both the transactions of your borrowing the money of Mr. Kribs to pay for the land, and the sale of the land to him was through Mr. O. J. Mealey as his agent, is that correct? A. Yes, sir.

Q. You may state whether or not prior to your having made your final proof you had any contract or agreement, either expressed or implied, with Mr. Mealey, Mr. Kribs or anyone else that you would sell the land or any part thereof or any of the timber thereon to anyone after you had obtained the title to the same. A. Not to no one.

Q. You may state anything further which may occur to you as being proper and competent testimony in this investigation.

A. I don't know as I have any more testimony.

[655]

Q. Is it not a fact that the mortgage and the deed were both written out at the same time and place and by the same party?

A. Yes, I believe it was.

Q. Do you remember where the office was located in which the deed and the mortgage were written out? A. Not exactly I don't; no.

Q. Was it not in the same building as the Land

Office and just across the hall from the Land Office?

A. No, sir.

J. J. GILLILAND.

Subscribed and sworn to before me this 11th day
of November, 1901.

E. D. STRATFORD,
Special Agent, G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [656]

**Affidavit of W. J. Lawrence in Government's
Exhibit No. 6.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
W. J. LAWRENCE to the E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$
and the S. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Sec. 20, T_p. 14,
S. R. 4 E.

W. J. LAWRENCE, being first duly sworn ac-
cording to law, testifies as follows:

Q. State your name, age, occupation and place
of residence.

A. W. J. Lawrence; age, 34; occupation, laborer;
Sweet Home, Linn Co., Or.

Q. What induced you to make this timber land
entry? A. Cause I wanted one.

Q. What did you expect to do with the land or
the timber after you had obtained the title to it?

A. Well, I don't know that I expected to do any-
thing with it.

Q. Who, if anyone, located you on the land?

A. Mr. John Thompson located me.

Q. How far do you reside from this land?

A. About 19 miles.

Q. How did you go from your home to the land?

A. I went to Mr. Mealey's on horseback and on foot from there.

Q. Did you examine the land thoroughly before you made your filing? A. I did.

Q. How did you identify the land by numbers as being the land on which you afterwards filed?

A. By the numbers the locator gave me, and from the corner posts on the land.

Q. Can you describe the land having reference to the amount and kind of timber, the streams, if any, running through it? [657]

A. It is mountainous land covered with fir timber; I should think about 40,000 or 50,000 to the acre. One stream a tributary to Canyon Creek flowing north.

Q. What disposition have you made of the land since you obtained the title to it? A. Sold it.

Q. To whom did you sell it and how much did you receive for it?

A. I got Mr. Mealey to act as my agent and got it off from my hands.

Q. Then, as I understand you, you don't know who you sold the land to nor how much you received for it—is that correct?

A. I know what I received. I got Mr. Mealey to sell it for me, I got \$50.00 over amount of mortgage.

Q. When did you make your final proof?

A. October the 9th, I think.

Q. Did you borrow money or any party thereof with which you paid for the land? A. Yes, sir.

Q. What was the amount and from whom did you borrow it?

A. From Mr. O. J. Mealey, he furnished the money and I don't know what *what* the amount was, but think it was \$700.00.

Q. Did you give any mortgage to secure the amount? A. Yes, sir.

Q. When and where did you give the mortgage?

A. At Roseburg.

Q. Was the mortgage in favor of Mr. Mealey or in favor of Mr. Kribs?

A. I don't remember who but I believe it was Mr. Kribs.

Q. When did you sell the land?

A. I think it was about five or six days after I proved up.

Q. Why did you sell the land so soon after having obtained the title thereto?

A. So as to get the money. [658]

Q. How much money was paid to you by Mr. Mealey for Mr. Kribs at the time you made the deed and gave it to Mr. Mealey? A. \$50.00.

Q. How much money did you borrow on the land?

A. I believe it was \$700.00; I don't know.

Q. Where and when and with whom did you have the first conversation with reference to a sale of the land after you have completed your final proof?

A. In Roseburg with Mr. Mealey, I believe it was the same day that I proved up.

Q. Can you give the substance of that conversation?

A. I wanted some money and Mr. Mealey said he believed he could help me get it off my hands or something like that.

Q. Did you at that time agree on the price?

A. No, sir.

Q. When and where did you agree on the price?

A. I just took from him what he could get out of it for me. I don't remember I got it here in Sweet Home.

Q. You may state anything further which may occur to you as being proper and competent testimony in this investigation.

A. I have nothing further to state, except that Mr. Mealey acted as agent only, in assisting me to procure the money for final proof and in the sale of the land.

W. J. LAWRENCE.

Subscribed and sworn to before me, this 8th day of November, 1901.

E. D. STRATFORD,
Special Agent, for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [659]

Government's Exhibit No. 7.

REPORT OF FRAUDULENT CLAIM OR ENTRY.

1. Name of claimant: Richard F. Malone; Sweet Home, Oregon.

2. Description of land covered by filing or entry: N. W. $\frac{1}{4}$ Sec. 22, Tp. 14 S. R. 4 E.

3. Date of Examination.....

4. Character of land: (Timber, Mineral, Agricultural, or Desert). If timber land, whether, if cleared, it would be unfit for agriculture; if for timber-culture entry, whether section is naturally devoid of timber; if desert, whether grass or other agricultural crop could be produced without arti-

ficial irrigation; if mineral, character and evidence thereof: Heavily timbered rough mountain land, unfit for cultivation if cleared and more valuable for its timber than for any other purpose.

5. Date and number of filing or entry; if proof has been made, date of proof and number of final certificate: Proof made Oct. 9, 1900. No. 8510. T. & S. entry.

6. Is the land in the present possession of any other party? If so, give the name of adverse occupant or claimant, and nature of claim: No.

7. Is the land inclosed for stock ranging or other purposes, and if so, by whom? Give extent of such inclosure, and describe the land inclosed: No.

8. If an agricultural entry on timber land, state whether timber has been cut or removed, and when and by whom cut, and by whom or to whom sold: No timber has been cut or removed from this land.

[660]

DIAGRAM OF LOCALITY OF CLAIM.

9. Indicate on the diagram the tracts covered by the entry or filing, and all roads leading from the same, stating to and from what points they lead, and distances; also note by appropriate marks the location of buildings upon the land, and state in your explanation below the means adopted to identify the land as that covered by the claim under investigation.

Township No. 14 S. Range No. 4 E. Will.
Mer.

Explanation [661]

10. Character, extent, and value of improve-

ments in detail, when and by whom made, evidence of cultivation, amount and kind of crop, if any, and value of same. If a desert-land entry, evidence of reclamation, date and method of irrigating, by whom irrigating works were constructed, and cost of same. If a timber-culture entry, amount and date of breaking, planting, etc.: There are no improvements on the land.

11. Residence of claimant: When actually established on the land, and whether continuous for the period required. If the head of a family, of whom does the family consist; whether the family resides on the land, or has an actual residence elsewhere. State every fact relative to the good or bad faith of the claimant in establishing and maintaining actual residence, and whether he was legally qualified to make the entry, and is known in the neighborhood of the claim:

12. Evidence that the entry was made at the instance or in the interest of a party or parties other than the claimant: Whether sale or contract of conveyance has been made; date of sale or contract, name of purchaser or transferee, price given or agreed upon, nature and date of any instrument in writing, and whether the same has become a matter of record; whether the entry has been abandoned or relinquished, and if so when and for whose benefit:

Book 66 of Deeds, page 132, Records of Linn Co., Oregon, shows deed from Richard F. Malone and wife to Frederick A. Kribs, dated Oct. 12, 1900; consideration, \$850.00

13. Names, locality of residence, and postoffice

address of witnesses; their reliability; abstract of their testimony: I attach hereto the testimony of the entryman.

14. Was the fraud willful? It is difficult to say, perhaps through ignorance of the law.

15. Have any legal proceedings been instituted? No. [662]

16. Action recommended by agent: I recommend that the entry be held for cancellation for reasons set out more fully on attached sheets.

16. *Continued:* This entry is *on* of a list of 21, which were made at the Roseburg, Oregon, land office, of lands in the Eastern portion of Linn Co., Oregon, being in Tp. 14 S., Ranges, 2, 3 and 4 E. The entries being as follows:

R. C. Wadkinds,	John J. Gilliland,
John A. Thompson,	Sidney Scanlan,
W. W. Billings,	Joseph O. Mickalson,
Joseph Steingrandt,	Charles Wiley,
Richard F. Malone,	J. W. Rozell,
Samuel D. Pickens,	O. J. Mealey,
W. J. Lawrence,	Fred Wodtlic,
Cornelius N. Tuthill,	Louis Maynard,
Thomas Parker,	Oliver Erickson,
Geo. W. Pickens,	Alexander Gould,
Andrew Wiley,	

All those entries were made by parties, who at the time, at least that the entries were made, lived in the county in which the land is located. In each case the land was sold shortly after final proof was made, to Frederick A. Kribs of Minneapolis, Minnesota. The transfer of the land appears, with one

or two exceptions, to have been made within from one to three days after proof was made. The longest period between proof and sale, being in the case of Fred Wodtli, where proof was made on August 16th, 1900, and the sale on the 24th day of September, 1900.

In many of the cases, the said Frederick A. Kribs loaned the entryman the money with which he paid the Government for the land and the expense incident to the entry. In no case except that of Fred Wodtli does the entryman offer any reasonable cause for the sale so soon after proof, and in no other case is there offered any reason for the entry, except for pure speculation.

It appears to me that the statements of the entrymen, when considered in connection with the sale so soon after final proof, makes a good *prima facie* case of fraud in connection with the entry [663] in each case above mentioned except that of Fred Wodtli, under the construction placed by the Department upon the provisions of the Timber and Stone Act requiring that entries of this kind shall be made only for the exclusive use and benefit of the entryman, as laid down in the case of *U. S. vs. Bailey et al.* (17 L. D., 468), and *U. S. vs. Searles et al.* (19 L. D., 258), to which my attention is called, in Honorable Commissioner's letter of April 15th, 1901.

I have been unable to obtain the deposition or testimony, by cross-examination, of Frederick A. Kribs, for the reason that from the time I began the investigation, of this list of entries up to the present

time, he has been absent from the State of Oregon.

I desire to say further that I have no hopes that at a contest, if one should be ordered, in these cases, I would be able to procure any additional testimony than that herewith offered, in support of my contention that these entries were made in the interest of the said Frederick A. Kribs, and for speculative purposes. Believing as I do that the facts shown make a good *prima facie* case of fraud in connection with each of said entries, with the exception of that of Fred Wodtli, I recommend that each of said entries be held for cancellation, excepting that of Fred Wodtli, for the *reaso* that they and each of them were not made for the exclusive use and benefit of the entryman, but were made for speculative purposes, and for the benefit of the said Frederick A. Kribs.

[664]

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
RICHARD F. MALONE, to the N. W. $\frac{1}{4}$ of
Sec. 22, Tp. 14 S. R. 4 E.

RICHARD F. MALONE, after being first duly sworn according to law, testifies as follows:

State your name, age, occupation and place of residence.

A. Richard F. Malone; age, 28 years; residence, Sweet Home, Linn Co., Or.; occupation, landlord.

Q. Are you the same person who made timber entry of the land above described?

A. Yes, sir.

Q. What led you to locate this land?

A. I thought I had a right to a timber claim, and I thought I would use my right.

Q. Who, if anyone, located you and selected the land? A. Mr. John Thompson.

Q. What, if anything, did you pay him for his services? A. Yes, I paid him \$50.00

Q. Did you make an examination of this land before filing, and if so state the nature and extent of said examination.

A. I went over it, started in on one corner; I couldn't tell just what corner.

Q. How did you identify the land by its numbers as the land on which you afterwards filed?

A. I went by what Mr. Thompson told me that that was the piece of land I went over.

Q. Can you describe the land with reference to the character and quantity of timber, the number and course of the streams, and the other natural characteristics of the land? [665]

A. It is rough and hilly; and mostly it is pretty good timber. One stream which runs North.

Q. How much, if any, tillable land is there on the tract? A. None that I know of.

Q. What would be your estimate of the amount of timber per acre? A. 40 or 50,000.

Q. Do you own any land in Linn County?

A. Yes, a little town property.

Q. What did you intend to do with this land or the timber, when you made your filing on it.

A. I hadn't my mind made up what I would do with it yet.

Q. Had you any means of logging it or using the

timber yourself?

A. Well, I didn't know but what after a while I might.

Q. What disposition have you made of the land?

A. Sold it to Frederick A. Kribs for \$850.00.

Q. What was the date of your final proof?

A. October the 9th.

Q. Did you give any mortgage on the land—if so to whom?

A. I give a mortgage to Mr. Kribs after I had proved up on the land.

Q. How much was that mortgage?

A. \$700.00.

Q. How long was it to run?

A. I am not positive now. I think 6 months.

Q. Where and with whom was the first conversation had in regard to a sale of the land to Mr. Kribs?

A. Well, it was after I got home; I was in debt for the property I had bought in town, and we talked the matter over, and I thought if I could sell that and pay off what I owed, I would do so. I went to Mr. Mealey and asked him if he knew of anyone who would buy the land, and he spoke to Mr. Kribs.

Q. Did you ever see Mr. Kribs?

A. No, sir, I never saw him. [666]

Q. Who then, acted as the agent of Mr. Kribs in making you the loan of \$700.00?

A. Well, when I was in Roseburg, I first saw the advertisement in the Brownsville papers of Mr. McKinley, and I run across Mr. Mealey and I spoke to him about seeing to get the money.

Q. Did he get it for you? A. Yes, sir.

Q. You got the money then from Mr. Mealey and turned the mortgage of Kribs over to him?

A. Yes, sir.

Q. Which one of the boys was it?

A. O. J. Mealey.

Q. That is the one, is it, that you afterwards made the sale of the land to? A. Yes, sir.

Q. What day did you reach home from Roseburg?

A. I don't remember the 12th or perhaps the 11th.

Q. How much money did Mr. Mealey deliver to you in payment of the land when you gave him the deed? A. \$850.00.

Q. Why should he give you \$850.00 for Mr. Kribs when you already owed Mr. Kribs \$700.00?

A. \$850.00 is what I was to get for my claim. He gave me \$150.00 when I delivered the deed.

Q. Did Mr. Mealey or Mr. Kribs or anyone else suggest to you at the time you located the land or at any other time before you made your final proof that they would furnish you a buyer for the land after you had obtained the title? A. No, sir.

Q. Did you have any contract or agreement either expressed or implied with anyone prior to making your final proof to sell the land or any part thereof or any of the timber thereon to anyone [667] after you should obtain the title thereto?

A. No, sir; none.

Q. Is it true that when you went to the Land Office to prove up you did not have the money with which to pay for the land and did not know of whom you were to receive it?

A. Yes, I knew where I could get it if I didn't get

it at that place.

Q. Of whom did you expect to get it if you did not get it of Mr. Kribs? A. My father.

Q. Was he with you at Roseburg?

A. No, sir.

Q. Did you receive any other offer for the land than that made you by Mr. Mealey for Mr. Kribs?

A. No, sir, I didn't.

Q. You may state anything further which may occur to you as being proper and competent testimony in this investigation.

A. Nothing further.

RICHARD F. MALONE.

Subscribed and sworn to before me this 8th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Dated at Roseburg, Or., Dec. 28, 1901.

E. D. STRATFORD,
Special Agent, General Land Office. [668]

(ENDORSEMENTS):

15

23
—
396 U. S. LAND OFFICE. 21274

Received Feb.

5, 1902.

932 DEPARTMENT OF THE INTERIOR

Received Apr. 26, 1902.

E. D. STRATFORD,

Special Agent G. L. O.

Roseburg, Or. Dec. 28, 1901.

In the case of T. & S.

Entry No. 8510.

L. O. Roseburg, Ore.

Name: Richard F. Malone.

Tract N. W. 14. Sec. 22, Tp. 14 S. R. 4 E.

No. of Report: 108.

Date of office letter directing the investigation:
April 15th, 1901.

Ack. Feby. 5, 1902.

5/28/02. Entry intact. G. R. O.

Filed May 10, 1910. G. H. Marsh, clerk. [669]

**Affidavit of Louis Maynard in Government's
Exhibit No. 8.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
LOUIS MAYNARD, to the W. $\frac{1}{2}$ of SW. $\frac{1}{4}$,
and the NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, NW. $\frac{1}{4}$ of the SE.
 $\frac{1}{4}$ of Sec. 22, Tp. 14, S. R. 4 E.

LOUIS MAYNARD, being first duly sworn according to law, testifies as follows:

Q. State your name, age, occupation, place of residence.

A. Louis Maynard; 42 years; wood-sawer (steam); residence, Albany, Linn Co., Oregon.

Q. Are you the same person who made a timber entry of the land above mentioned?

A. Yes, sir.

Q. What induced you to take up this timber land?

A. There was a big excitement about the timber, and I saw parties from Michigan and I thought it was a big thing.

Q. What did you expect at that time that you would do with the land or the timber after you had obtained the title to it?

A. I expected to log the timber off and sell it to some sawmill.

Q. Did you at that time or have you since then had the necessary facilities for logging the land?

A. No, sir, I have not.

Q. Who, if anyone, located you on the land or showed it to you? A. John Thompson.

Q. How much, if anything, did you pay him for his services? A. \$50.00.

Q. Did you pay him before or after you made your final proof? A. I paid him before.

Q. Did you make a personal examination of the land before you filed [670] on it, and if so, state the extent of such examination?

A. I saw the land and saw the section corners, and it was all rough and heavy timber.

Q. How much, if any, tillable land is along the tract? A. I saw none, whatever.

Q. What would be your estimate of timber per acre on the land? A. Probably 50,000 ft.

Q. What disposition have you made of the land since you made your final proof?

A. I have sold it to Mr. Frederick A. Kribs for \$850.00?

Q. Did you borrow the money or any part thereof with which you paid the Government for the land, and if so of whom?

A. I borrowed the money through Mr. O. J. Mealey of Frederick A. Kribs; the amount was \$700.00.

Q. When did you borrow the money?

A. I borrowed the money at Roseburg the day I proved up, the 9th of October, 1900.

Q. When, where, and with whom did you have your first conversation in regard to the sale of the land to Mr. Kribs after you had completed your final proof? Give the substance of the conversation.

A. It was with Mr. O. J. Mealey, and I sold on account of all adjoining me was already sold at the time. I met Mr. O. J. Mealey at Sweet Home, some two or three days after I made my proof, and arranged through him to let Mr. Kribs have the land at the price paid him.

Q. Did you have any conversation with Mr. Kribs personally, in regard to either the loan by him or the sale of the land to him?

A. No, sir. Both transactions were through Mr. O. J. Mealey.

Q. Did you give a note, or mortgage on the land to Mr. Kribs to secure this land?

A. Yes, sir, I did give a mortgage. [671]

Q. Did your wife sign the note and mortgage?

A. I don't think she did.

Q. The money on both the loan and the sale was paid to you by Mr. O. J. Mealey, was it not?

A. Yes, sir.

Q. Did you have any agreement or understanding with Mr. Mealey, Mr. Thompson or any other person prior to making the final proof that you would convey this land or any part thereof, or any of the timber thereon to Mr. Kribs or any other person after you should have obtained the title there-

for? A. No, I did not.

Q. You may state anything further that may occur to you that is material or competent testimony in this investigation.

A. I know of nothing further.

LOUIS MAYNARD.

Subscribed and sworn to before me this 13 day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [672]

**Affidavit of J. O. Mickalson in Government's
Exhibit No. 9.**

DEPARTMENT OF THE INTERIOR.
GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
Joseph O. Mickalson to the W. ½ of the E. ½
of Sec. 10, Tp. 14, S. R. 3 E.

JOSEPH O. MICKALSON, being first duly
sworn, according to law, testifies as follows:

Q. State your name, age, occupation and place
of residence.

A. Joseph O. Mickalson; age, 35; residence,
Sweet Home, Linn Co., Or.; occupation, shoemaker.

Q. What induced you to enter this land under
the timber and stone act?

A. I knew I had a right to a timber claim and
thought I would avail myself of the opportunity of
securing one.

Q. Who, if anyone, located you on this land?

A. Mr. William Mealey.

Q. How far do you reside from the land?

A. I think about 18 miles.

Q. How did you go from your residence to the land in question?

A. I rode from Sweet Home to Mr. Mealey's place on horseback, and the rest of the way on foot.

Q. How far did you have to walk to reach the place?

A. About 8 miles, as near as I can estimate.

Q. To what extent did you examine the land?

A. I went across the land diagonally and examined it.

Q. How did you identify the land as to the numbers as the land on which you afterwards filed?

A. Mr. Mealey had a plot of land and he gave me the numbers, and I [673] secured the numbers myself from the Sec. corners and bearing trees.

Q. What did you intend to do with the land or the timber at the time you made the entry?

A. I intended to secure the land and wait for further developments of the country and make good use of my claim.

Q. What disposition have you made of the land?

A. I sold the land to Frederick A. Kribs for \$840.00.

Q. On what day did you make your final proof?

A. The 27th day of August.

Q. On what day did you sell the land?

A. I sold the land the 28th day of Aug.

Q. Did you borrow any of the money with which you paid the Government for the land and the expense incident to the entry? If so state the amount and from whom borrowed.

A. I borrowed the money of \$600.00 of Frederick A. Kribs.

Q. When did you borrow this money?

A. I borrowed it the 27th day of August.

Q. Did you have this transaction with Mr. Kribs personally or did some one act as his agent in making you the loan?

A. I had Mr. J. A. Thompson secure the loan from him for me.

Q. Did you make the sale to and with Mr. Kribs personally or did some one act as his agent in making the purchase of the land for you?

A. I had Mr. Thompson act as the agent in selling the land to him for me.

Q. Did you meet Mr. Kribs personally in negotiating either the mortgage or the sale?

A. No, sir.

Q. When and with whom did you have the first conversation in regard to a sale of the land after you had completed your final proof?

A. With Mr. Thompson, at Crawfordsville, on the 28th day of August. [674]

Q. Did you have any agreement or understanding either expressed or implied with anyone prior to making your final proof that you would sell the land to Mr. Kribs or any other person?

A. None whatever.

Q. Did you receive any other offer for the land than that made you by Mr. Thompson for Mr. Kribs as you have stated?

A. No, sir.

Q. What caused you to look for a purchaser of the land the day after you had received your final

certificate?

A. I was greatly in need of the money to use elsewhere.

Q. You may state anything further that may occur to you as being proper and competent testimony in this investigation.

A. I did not know that Mr. Thompson was acting as agent for Mr. Kribs aside from my particular transaction, in borrowing the money and selling the land as above referred to.

JOS. O. MICKALSON.

Subscribed and sworn to before me this 7th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [675]

**Affidavit of Thomas Parker in Government's
Exhibit No. 10.**

DEPARTMENT OF THE INTERIOR.
GENERAL LAND OFFICE.

In the Matter of the Fraudulent Entry of THOMAS PARKER, to the N. $\frac{1}{2}$ of NE. $\frac{1}{4}$, SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of Sec. 11, Tp. 14, S. R. 3. E.

THOMAS PARKER, being first duly sworn according to law, testifies as follows:

Q. State your name, age, occupation and place of residence.

A. Thomas Parker; age, 55 years; Foster, Linn Co., Or.; occupation, farmer.

Q. Are you the same person who made a timber entry on the land above described?

A. Yes, sir.

Q. Who, if anyone, suggested to you the advisability of your taking this timber land?

A. No one at all.

Q. Who, if anyone, located you on the land.

A. Mr. Wm. Mealey located me.

Q. How much, if anything, did you pay him for his services? A. I paid him \$50.00.

Q. Did you pay him before or after you made your final proof?

A. I paid him when he did the work.

Q. Did you make a thorough personal examination of the land before you filed on it?

A. Yes, sir.

Q. Who was with you when you examined the land? A. Mr. Mealey.

Q. What was the extent of your examination?
[676]

A. Well, I just walked over the land and looked at it, looked at the timber.

Q. How did you identify the land which you examined as being the land you afterwards filed on?

A. By the survey and witness trees and corner posts.

Q. What is your estimate of the amount of timber on this tract per acre?

A. I would judge from 40 to 50,000.

Q. What disposition have you made of the land since you obtained the title thereto.

A. I sold the land to Frederick A. Kribs.

Q. How much did you obtain for it?

A. \$840.00.

Q. What was the date of your final proof?

A. I think it was long about the 26th of July, if I remember right.

Q. When did you sell the land?

A. I sold it the same day after I made the final proof.

Q. Where was the deed made out at Roseburg?

A. Yes, sir.

Q. Was it not the 26th or 27th of August you proved up instead of July?

A. Yes, yes, I believe it was; excuse me.

Q. What was your intention in regard to the use you would make of the land or the timber at the time you entered the land?

A. Well, I didn't know that I could make any particular use of it at the present time.

Q. Did you have any intention at that time of selling it on the day that you made your proof?

A. No, sir.

Q. How did you happen to make a sale of the land immediately after having made your final proof? [677]

A. I was talking with some men there on the street and this gentlemen came along and he wanted to know if I would sell my timber claim: he says, "I am buying timber claims." and I told him I didn't know, I might possibly sell it providing the price suited. And I went on and finished my conversation with the old gentlemen and I met him again on the street and he wanted to know what conclusion I had come to, and I asked him the question what he would give for the land. And he said

\$840.00. I made the deal right there.

Q. Had you ever seen Mr. Kribs before that time?

A. No, sir; I had never met the gentlemen—never saw him before, that I know of.

Q. Did Mr. Mealey or anyone else have anything to do as agent or otherwise with making this sale?

A. No, sir.

Q. Did you borrow any of the money with which you paid the Government for this land or any of the expense incident to the entry? A. No, sir.

Q. Did you take the money with you from here to Roseburg at the time you proved up on the land? Or did you receive it there at Roseburg?

A. No, sir. *I taken* the money with me.

Q. Did you draw the money from some bank when you went to Roseburg, *is* if so from what bank?

A. No, sir; I didn't draw the money from a bank.

Q. From what particular source did you obtain the money with which you paid for this land?

A. I sold some stock and hogs.

Q. The deed for the land, then, was made out on the same day that you made your final proof and after you had completed your proof?

A. Yes, sir.

Q. How long was it after you had completed your proof and left the [678] Land Office before you had agreed with Mr. Kribs on the price he should pay you for the land?

A. Three or four hours.

Q. Have you ever seen Mr. Kribs since that time?

A. No, sir.

Q. How do you know that the gentlemen you had to deal with was Mr. Kribs himself?

A. He told me that was his name.

Q. Did you leave Roseburg on your return home on the same day that you made your final proof?

A. Yes, that night.

Q. Had you talked to anyone before meeting Mr. Kribs on the street as you have stated in regard to selling the land?

A. No, sir.

Q. Do you own any other real estate in this part of the country?

A. No, sir.

Q. You stated that you sold hogs to obtain the amount of money to pay the Government price of this land. Do you remember how much money you paid for the land?

A. Yes, sir, \$411.00.

Q. To whom did you sell hogs to the amount of \$411.00?

A. Well, sir, I never asked the man's name. It was a Seattle man.

Q. Do you know where the man lives?

A. No, sir.

Q. How many hogs did you sell this man to receive \$411.00 for them?

A. Well, there was 97 hogs altogether.

Q. Were the hogs driven from here to Lebanon and shipped from there? If not where were they taken to.

A. They were taken to Miller Station.

Q. Did you make any contract or agreement either expressed or [679] implied with Mr. Kribs or any other person prior to having made your final

proof to sell the land or any part thereof or any of the timber thereon to anyone after you should have obtained the title thereto? A. No, sir.

Q. You may state anything further which may occur to you as having a proper bearing on this investigation.

A. I had part of the money of my own, and I sold cattle and hogs which together amounted to the amount of \$411.00; this is all I wish to state in regard to the matter.

his

THOMAS X PARKER.

mark.

Witnesses to mark:

J. VAN ZANTE.

WM. R. MEALEY.

Subscribed and sworn to before me this 11th day of November, 1901.

E. D. STRATFORD,

Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [680]

**Affidavit of Samuel D. Pickens in Government's
Exhibit No. 11.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Fraudulent Entry of SAMUEL D. PICKENS to the W. $\frac{1}{2}$ of the SW. $\frac{1}{4}$, SE. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Sec. 11, Tp. 1 S., R. 3 E.

SAMUEL D. PICKENS, being first duly sworn, according to law, testifies as follows:

Q. State your name, age, place of residence and occupation.

A. Samuel D. Pickens; age, 47 years; Foster, Linn Co., Oregon; farmer.

Q. How did you happen to make this timber entry?

A. Well, I wanted to take a timber claim; I got Wm. Mealey to locate me.

Q. Did Mr. Mealey or anyone else suggest to you that you enter this land? A. No, sir.

Q. What did you pay Mr. Mealey for his services? A. \$50.00.

Q. Did you visit the land and examine it with Mr. Mealey before you had made your entry?

A. Yes, sir.

Q. How far do you live from the land?

A. About 7 or 8 miles.

Q. How thorough an examination did you make of the land? A. I went through it.

Q. How did you identify the land by numbers as being the land on which you afterwards filed.

A. By the surveyor line and the cornerstones.

[681]

Q. What did you mean by the surveyor's line?

A. Well, the line, the surveyor's line, that runs by the claim. I mean the blazes on the trees and the corner stakes.

Q. What is your estimate of the amount of timber per acre on this land?

A. About 30,000 or 40,000, as near as I can tell.

Q. What was your intention in regard to the use you would make of the land or the timber at the time you made the entry?

A. I didn't know, maybe I would want to log it off.

Q. Did you have the means to log this land?

A. No, sir.

Q. How, then, did you expect to log it yourself?

A. Well, I didn't know but that I might be able some day.

Q. What disposition have you made of the land since you obtained the title to it?

A. I sold it to Mr. Frederick A. Kribs.

Q. How much did you receive for it?

A. \$840.00.

Q. When did you make your final proof on the land? Q. August the 27th, 1900.

Q. When did you sell the land?

A. September the 1st.

Q. How did you happen to sell the land so soon after you had obtained the title to it?

A. I needed the money for other purposes.

Q. Who first mentioned to you the question of selling the land? A. I think Mr. Kribs.

Q. Where at? A. Roseburg.

Q. That was on the same day that you made your final proof, was it not? [682] A. Yes, sir.

Q. How did the matter come up and what was said?

A. I had to borrow money on this claim. He was buying timber land. He wanted to buy it, and I sold it to him.

Q. Can't you remember any of the conversation in regard to the matter how a question of the sale came about?

A. He was buying timber at that time. Well, I

met him there at Roseburg on the street; he asked me if I had a timber claim. I told him I had. He asked me if I wanted to sell it, and I told him I did, and we agreed on the price.

Q. Was the deed made out then and there? If not, when and where?

A. No, sir; the deed was made out here at Foster.

Q. Why was it necessary for you to come home in order to make the deal?

A. To get my wife to sign.

Q. Who acted for Mr. Kribs in delivering the deed and paying for the land, if anyone?

A. Mr. O. J. Mealey.

Q. Was the money paid at Roseburg for the land or was it paid here? A. Paid here.

Q. Who did you borrow the money from to pay the Government for this land and other expenses?

A. Mr. Frederick A. Kribs.

Q. How much did you borrow?

A. \$600.00.

Q. Did you have this transaction with Mr. Kribs personally or with someone acting for him?

A. With Mr. Kribs personally.

Q. When was this, on the day that you proved up? A. Yes, sir.

Q. How did you find out that Mr. Kribs had money to loan? [683]

A. I heard *heard* other men talking about his having money to loan.

Q. Did you know when you went to Roseburg to prove up that you was to get money from Mr. Kribs to pay for the land? A. No, sir.

Q. You did not have any money of your own when you went to Roseburg, and if you did not expect to get it of Mr. Kribs how did you expect to pay for the land?

A. Well, I didn't know whether I would get it of him or not; I took chances on it.

Q. Who, if anyone, introduced you to Mr. Kribs?

A. No one.

Q. Did you make the arrangement for the money to prove up on your land and for the sale of the land at the same time? A. No, sir.

Q. Both were on the same day, however, were they not? A. Yes, sir.

Q. How many hours was there between the two transactions? A. Probably 4 or 5.

Q. Then, as I understand you, at the time you borrowed the money of Mr. Kribs you had no intention of selling him the land? A. No, sir.

Q. A few hours afterwards you met him again, as I understand it, and made the agreement to sell him the land, did you? A. Yes, sir.

Q. Now, is it not a fact that you did not handle any of this \$600.00 or of the \$840.00 except the profit which came to you in the deal?

A. No, sir; I got the \$600.00 and paid it out myself.

Q. How much money was paid you here at Foster at the time you delivered the deed?

A. I don't know just exactly. [684]

Q. Was it \$840.00, or was it the difference between \$840.00 and the amount you owed Mr. Kribs on the mortgage? A. \$200.00 or \$250.00.

Q. You may state anything further which may

occur to you as being proper and competent testimony in this investigation.

A. Have nothing further.

SAMUEL D. PICKENS.

Subscribed and sworn to before me this 7th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [685]

**Affidavit of J. W. Rozell in Government's Exhibit
No. 12.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
J. W. ROZELL to the N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ and N.
 $\frac{1}{2}$ of SW. $\frac{1}{4}$ of Sec. 28, Tp. 14 S., R. 4 E.

J. W. ROZELL, being first duly sworn, according to law, testifies as follows:

Q. State your name, age, occupation, and place of residence.

A. J. W. Rozell; 22 years; mechanic; Albany, Linn Co., Or.

Q. Are you the same person who made a timber entry of the land above described? A. Yes, sir.

Q. Did you make a personal examination of the land before you filed on it? A. Yes, sir.

Q. Who, if anyone, located you on the land or showed you the land? A. Wm. Mealey.

Q. How did you happen to take this land?

A. Well, I considered it several times and thought about it and I saw Mr. Mealey about it.

Q. How much, if anything, did you pay Mr.

Mealey for his services? A. \$50.00.

Q. How did you identify the land as to its numbers as the land on which *you afterwards*?

A. I examined the land and was at the corners.

Q. You may describe the land with reference to its natural landmarks, the kind and extent of the timber, the streams, if any, and the marks, the kind and extent of the timber, the streams, if any, and [686] the direction in which they flow, and the other natural characteristics.

A. Heavy timber on the land; no land that could be cultivated; don't remember much about the streams.

Q. What was your intention to do with the land or the timber at the time you made your entry?

A. I expected to utilize the timber.

Q. How did you expect to utilize the timber?

A. By logging it off.

Q. Had you, then, or have you since that time, had the facilities to log the land?

A. No, not to any great extent.

Q. What disposition have you made of the land since you proved up?

A. Sold it to Frederick A. Kribs, for \$840.00.

Q. Did you borrow any money with which you paid the Government for the land? A. No, sir.

Q. When did you sell the land?

A. I don't remember the date.

Q. Do you remember the day on which you made final proof?

A. I think it was the 9th of October.

Q. It's a fact, is it not, that you sold the land and made the deed to Mr. Kribs on the same day on

which you made your final proof? A. Yes, sir.

Q. Why, if you had expected to log the land yourself, did you sell it on the same day on which you made your final proof?

A. I was convinced that it was the best thing to do. I knew that some of the others had sold.

Q. Where or of whom did you obtain the money with which you paid for the land?

A. Well, it was money I had collected at different times that I had saved. [687]

Q. When, where and with whom did you have the first conversation in regard to a sale of the land after you had completed your final proof? State the conversation or the substance thereof as fully as you can.

A. I heard some other parties speak of selling, and thinking of the matter I consulted the Mealey Bros.—Wm. Mealey and O. J. Mealey. There was not much conversation; they told me where I could dispose of it at the time.

Q. Did you make the sale to Mr. Kribs personally, or did someone act for him in arranging for the sale and the terms?

A. It was with Mr. O. J. Mealey.

Q. Did you have any conversation with Mr. Kribs about the matter, yourself? A. I did not.

Q. Who paid you the money for the land?

A. Mr. O. J. Mealey.

Q. Was the money paid you in cash or by check on a bank? A. In cash.

Q. When and where?

A. At Roseburg, Oregon, on the day I made final proof, the 9th of Oct., 1900.

Q. Did you have any contract or agreement either

expressed or implied with Mr. Mealey, Mr. Kribs or any other person, prior to your having made your final proof, to sell or dispose of the land or any part thereof, or any of the timber thereon, to anyone after you should have obtained the title thereto?

A. Not previous to proving up.

Q. Did you at the time you made this entry, or do you now own any real estate? A. No. [688]

You may state anything further which may occur to you as being proper and competent testimony in this investigation. A. Nothing more.

J. W. ROZELL.

Subscribed and sworn to before me this 13th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [689]

**Affidavit of Sidney Scanlan, in Government's Exhibit
No. 13.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
SIDNEY SCANLAN, to the W. $\frac{1}{2}$ of the
NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of Sec. 28,
and the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Sec. 27, Tp.
14 S., R. 4 E.

SIDNEY SCANLAN, being first duly sworn according to law, testifies as follows:

Q. State your name, age, occupation and residence.

A. Sidney H. Scanlan; rancher, in vicinity of Foster; 39 years.

Q. Are you the same person who made a timber entry on the land above described? A. I am.

Q. Who, if anyone, suggested to you the advisability of your taking a timber claim?

A. No one.

Q. Who, if anyone, located you or selected the land for you? A. Wm. Mealey.

Q. How did you happen to get him to locate you?

A. Knowing he had been living in the country a good while and knowing that he helped survey that portion of the country, I asked him if he would locate me on a quarter section of timber.

Q. How much, if anything, did you pay him for his services? A. \$50.00?

Q. When did you pay him that amount?

A. When I made the entry.

Q. Had you ever been on this land or in the immediate vicinity of it before you was shown the land by Mr. Mealey?

A. Not on the land exactly, but in probably three miles of it before he showed it to me. [690]

Q. How far do you reside from the land in question? And how long have you lived there?

A. I should judge it is about 12 miles, lived in my present residence two years.

Q. How thoroughly did you examine the land at the time you went with Mr. Mealey to locate it.

A. I put in some two or three hours looking over the quarter section.

Q. How did you identify the land which you examined as the land on which you afterwards filed?

A. By the Sec. corner, the bearing trees, the inscriptions thereon.

Q. You may describe the land.

A. It is the head of what is known as Canyon Creek; the land slopes and drains to the north, very mountainous and rough. There is no tillable land on it at all; as a rough estimate I should judge there is from 50 to 60,000 ft. of saw-timber to the acre.

Q. Did you make this estimate yourself from your own experience as a woodman? A. I did.

Q. What disposition have you made of the land since you made your final proof?

A. I sold it to F. A. Kribs.

Q. When did you make your final proof?

A. Oct. 9th, 1900.

Q. When did you sell the land?

A. On the same day, Oct. 9th.

Q. How did it happen that you sold the land so soon after having made your final proof?

A. A gentlemen met me on the street and asked me if I had been making proof on a timber claim; I told him I had. He asked me if I would sell it and I told him providing I could make more out of it by selling it than handling the timber myself. And he offered me \$850.00 for it, and thinking that was more than I could realize out of it at the present time, I took him up at his offer. [691]

Q. Who was the gentleman you refer to?

A. I couldn't say. I didn't ask the man his name.

Q. Was it the man that you sold to?

A. I don't know whether it was him or his agent; I couldn't say.

Q. Do you know Frederick A. Kribs?

A. Not personally; I don't know that I ever saw the man.

Q. Where did you go to make the papers out?

A. I don't recollect now; it was some lawyer or N. P., but what his name was I don't remember.

Q. Is it not a fact that the same man who made out your final proof papers also made the deed to the land and that the papers were all made out at the same time and in the same office?

A. They were not.

Q. Did not the same man who made your final proof papers make the deed for the land?

A. He did not.

Q. Who made your final proof papers?

A. I forgotten the man's name. It was made out in the land office in Roseburg, by the officers.

Q. In what part of the town or what building was the deed made out?

A. I don't know what the building was, it was about 3 or 4 blocks from the Land Office.

Q. How long was it after you left the Land Office after making your proof before you met this man and made the agreement to sell the land?

A. About two hours, I should judge.

Q. Is it not a fact that after the Land Office opened at 9 o'clock on the morning of the 9th of October, you made your final proof, made a deed to the land, received your pay for it and left the town on the train which goes north about 11 o'clock in the forenoon of the same day?

A. No, sir.

Q. Who, if anyone, furnished you with the money or any part thereof [692] with which you paid the Government for this land and the expense incident to this entry?

A. No one.

Q. Did you take the money with you to Roseburg to pay for this land when you went there?

A. I did.

Q. Did you have any agreement or understanding either expressed or implied with Mr. Mealey, Mr. Kribs or anyone else prior to your having made final proof to sell or dispose of this land or any part thereof or any of the timber thereon to anyone.

A. I did not.

Q. Was the money for the land paid you in cash or by a check? A. Paid in cash.

Q. How much cash was actually passed to you at the time the sale was consummated?

A. \$850.00.

Q. Do you own any real estate in the neighborhood in which you live or in which this land is situated?

A. I have a Homestead Entry but not proven up on yet.

Q. Do you live on the Homestead? A. I do.

Q. Have you ever give a mortgage on your timber claim, if so, to whom? A. I gave none.

Q. You may state anything further which may occur to you as being relative and proper testimony in this investigation.

A. Why, I think the ground is all covered.

SYDNEY H. SCANLAND.

Subscribed and sworn to before me this 11th day of November, 1901.

E. D. STRATFORD,

Special Agent, G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [693]

**Affidavit of J. H. Steingrandt in Government's
Exhibit No. 14.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
JOSEPH H. STEINGRANDT to the E. $\frac{1}{2}$
of the E. $\frac{1}{2}$ of Sec. 10, Tp. 14, S. R. 3 E.

JOSEPH H. STEINGRANDT, after being first
duly sworn according to law, testifies as follows:

Q. State your name, age, occupation and place
of residence.

A. Joseph H. Steingrandt; age, 32; ranchman;
Foster, Linn Co., Or.

Q. Are you the same party who made a timber
entry of the land above described?

A. Yes, sir.

Q. How far do you live from this land?

A. About 12 or 13 miles.

Q. Did you make a personal examination of this
land before you filed on it? A. Yes, sir.

Q. State the extent of such examination.

A. I was over the land and seen the corners.

Q. You may describe this land having reference
to the amount and quality of the timber thereon,
the streams, ravines, and other natural character-
istics of the land.

A. Quality of the timber was fir; as far as any
tillable land, none; no streams that I know of, very
small streams, if any; mountainous;

Q. Who, if anyone, located you on this land or
showed it to you? A. Mr. Wm. Mealey.

Q. How much, if anything, did you pay him for his service? A. \$50.00.

Q. What was the inducement that caused you to take this land at this time?

A. I thought I might be apt to sell it sometime.
[694]

Q. Did you have any facilities for using the timber yourself? A. Yes, sir.

Q. Did you then or do you now own any other real estate?

A. No, sir. Have a homestead not proved up.

Q. What disposition have you made of the land since you obtained your final certificate?

A. Sold it to F. A. Kribs for \$840.00.

Q. When did you make your final proof?

A. August the 27th, 1900.

Q. Do you know Mr. Kribs personally?

A. I got acquainted with him while I was in Roseburg at the time I filed on the timber claim.

Q. Did you have any talk with him at that time about the timber land business? A. No, sir.

Q. Did you have any agreement or understanding with him or with any other person at that time that you would sell him the land or the timber thereon as soon as you should obtain title therefor?

A. No, sir.

Q. When, where and with whom did you have the first conversation relative to a sale of this land after you had completed your final proof and left the Land Office?

A. With Mr. John Thompson at Roseburg after proving up the same day.

Q. Give as nearly as you can the substance of that conversation.

A. Well, in the first place, timber was selling out then and I thought while I could dispose of this land I would just as well sell it. Mr. John Thompson told me that Mr. Kribs was buying land and he told me that I had better sell at that time.

Q. Did you meet Mr. Kribs there then and make the sale with him personally, or did Mr. Thompson arrange the sale for you?

A. I seen Mr. Kribs personally. [695]

Q. Did you agree on the price which you was to receive and that Mr. Kribs was to have the land?

A. Yes, sir.

Q. Was the deed made out then?

A. No, sir.

Q. When and where was the deed made?

A. The deed was made out at my own home on Sept. 1st, 1900.

Q. Did you borrow any of the money with which you paid the Government for this land? If so, how much and to whom? A. \$600.00 of Mr. Kribs.

Q. When did you borrow this money and how was it secured?

A. After I proved up, secured it by mortgage on the land.

Q. Did your wife sign the mortgage?

A. No, sir.

Q. Where was the money paid you for the land and by whom?

A. It was paid here at my home by Mr. Wm. Mealey.

Q. How much money was paid you by Mr. Mealey?

A. \$240.00, being the balance over the \$600.00 which was due on the mortgage.

Q. You may state anything further which may occur to you as being proper and competent testimony in this investigation.

A. Nothing else.

J. H. STEINGRANDT.

Subscribed and sworn to before me this 8th, day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [696]

**Affidavit of C. N. Tuthill in Government's Exhibit
No. 15.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
CORNELIUS N. TUTHILL, to the S. $\frac{1}{2}$ of
the SE. $\frac{1}{4}$ and Lots 3 and 4 of Sec. 18, Tp. 14,
S. R. 4 E.

CORNELIUS N. TUTHILL, being first duly
sworn, according to the law, testifies as follows:

Q. State your name, age, occupation and place
of residence.

A. Cornelius N. Tuthill; age, 59; residence,
Foster, Linn Co., Or.; occupation, farmer.

Q. What induced you to make a timber entry of
this land?

A. I thought I had that privilege and would take

advantage of it.

Q. What did you expect to do with the land when you entered it?

A. I expected to use it some future time.

Q. Who, if anyone, located you on the land?

A. Mr. O. J. Mealey.

Q. What, if anything, did you pay him for his services? A. \$50.00.

Q. Did you make a personal examination of the land before you filed on it?

A. Yes, I went all over it.

Q. How far do you live from this land?

A. I think about 10 miles.

Q. How did you ascertain the numbers of the land that you filed on?

A. I see the cornerstone.

Q. What have you done with the land since you proved up on it?

A. I borrowed some money \$300.00, and I made final proof and had a chance to sell it. After I went up there I needed the money [697] to pay for the land. I sold the land to F. A. Kribs for \$850.00.

Q. When did you make your final proof?

A. The 9th of October, 1900.

Q. When did you sell the land?

A. I sold it right away, the same day.

Q. How did you happen to sell the land at that time?

A. I saw I had an opportunity; I had made no contract to sell it with no one.

Q. Did you have the transaction of the sale with

Mr. Kribs personally or with someone else who represented him? A. Through Mr. Mealey.

Q. What was said between you and Mr. Mealey in regard to the sale after you had completed your final proof and left the Land Office?

A. There was nothing said about it that I can remember, in particular. I had heard that Mr. Mealey had something to do with buying land or something of that kind, and I went and asked him about it.

Q. Where did you borrow the money of Mr. Mealey? A. Here, at the home of Mr. Mealey.

Q. Where did you get the other part of the money?

A. By working out and saving it like others do. I work out every season.

Q. Did you receive any other offer for the land than that made you by Mr. Mealey for Mr. Kribs?

A. That was the only offer I had.

Q. Is there any tillable land on this tract?

A. Not very much.

Q. What is your estimate of the amount of timber per acre on the land?

A. It is pretty good timber. Perhaps 40 or 50,000.

Q. Did you have any agreement or understanding with Mr. Mealey as to what you should do with the land? [698]

A. No agreement.

Q. You may state anything further that you may desire in regard to this transaction.

A. That is all.

Subscribed and sworn to before me this 8th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [699]

**Affidavit of R. C. Watkinds in Government's Exhibit
No. 16.**

DEPARTMENT OF THE INTERIOR.
GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
R. C. WATKINDS, to the W. $\frac{1}{2}$ of the NE.
 $\frac{1}{4}$ and the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ and the NE.
 $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Sec. 22, Tp. 14, S. R. 4 E.

R. C. WATKINDS, being first duly sworn according to law, testifies as follows:

Q. State your name, age, occupation, place of residence.

A. My name is R. C. Watkinds; about 44 years; residence, Foster, Linn Co., Or.; occupation, merchant.

Q. Are you the same person who made final proof on the land above described? A. Yes, sir.

Q. Who, if anyone, first spoke to you in regard to the advisability of taking up this land?

A. Nobody.

Q. Who, if anyone, located you or selected the land for you? A. John A. Thompson.

Q. How much, if anything, did you pay him for his services? A. I paid him \$50.00.

Q. When did you pay him with reference to the time you proved up?

A. Why I paid him before; I couldn't tell just what date exactly.

Q. How far do you reside from this land?

A. In the neighborhood of 12 or 14 miles.

Q. Had you ever been on this land prior to the time you examined the land with Mr. Thompson?

A. Well, I don't know that I was, but I rather think I have been.

Q. State the extent or thoroughness of your examination of the land [700] at the time you were on it with Mr. Thompson.

A. Well, we went to the corner of it and I suppose were all over it.

Q. How did you identify the land on which you filed as being the land which you examined at that time?

A. Well, by the corner that we went to and by Mr. Thompson's word. He told me that that was the corner to Sec. 22.

Q. What disposition have you made of the land since you proved up?

A. Well, since I proved up I sold it to Fred A. Kribs.

Q. How much did you receive for it?

A. I received \$850.00 for it, all told.

Q. What do you mean by all told?

A. Well, I mean that is what I received for it.

Q. On what day did you make your final proof?

A. I believe it was about the 9th of October; somewhere between the 1st and the middle.

Q. When did you sell the land?

A. It was about the 18th, I believe exactly.

Q. What was your intention at the time you made your entry of this land in regard to the disposition or use that you would make of it or the timber?

A. Why, I calculated to hold it until timber got higher and then sell it.

Q. What caused you to change your plans and sell the land so soon after you had obtained title thereto?

A. Bills becoming due with the wholesale men in Portland and elsewhere.

Q. Did you borrow any of the money with which you paid the Government for this land and the expense incident to the entry? And if so of whom?

A. No, I paid my own.

Q. Did you make the sale directly with Mr. Kribs or did someone act as [701] his agent in the transaction?

A. I sold *to* the land to Mr. Kribs through Mr. O. J. Mealey.

Q. When was the subject of a sale of the land to Kribs first mentioned, where and by whom?

A. Well, I couldn't tell you exactly the date; it was right close to the day I sold it.

Q. How did the matter come about?

A. Why, I saw I was getting in a close place for money and I had it to raise and I knew that Mr. Mealey was buying land. I proposed to sell out to him.

Q. Was that here at Foster after you returned from Roseburg? A. Yes, sir.

Q. Did you have any contract or agreement either

expressed or implied with Mr. Mealey, Mr. Kribs, or anyone else, prior to your having entered the land to sell the land or any part thereof or any of the timber thereon to anyone? A. No.

Q. You may state anything further which occurs to you as being competent and relative testimony in this investigation.

A. I can't think of anything that would be of any benefit.

R. C. WATKINDS.

Subscribed and sworn to before me this 9th day of November, 1901.

E. D. STRATFORD,

Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [702]

**Affidavit of Charles Wiley in Government's Exhibit
No. 17.**

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
CHARLES WILEY to the W. 1/2 of W. 1/2 of
Sec. 12, Tp. 14, S. R. 3 E.

CHARLES WILEY, after being first duly sworn, according to law, testifies as follows:

Q. State your name, age, occupation, and place of residence.

A. Chas. Wiley; age, 23; farmer; Foster, Linn Co., Or.

Q. Are you the same party who made the timber entry of the land above described? A. I am.

Q. How far do you live from this land?

A. About 12 miles.

Q. Did you make an examination of the land before you filed on it? A. Yes, sir.

Q. Who was with you at that time?

A. Wm. Mealey and Geo. Pickens, Joe Steingrandt.

Q. Who, if anyone, located you or selected the land for you? A. Wm. Mealey was the locator.

Q. How much, if anything, did you pay him for his service? Q. \$50.00.

Q. How did you know that you filed on the identical land which you examined?

A. I was over the land and saw the Sec. corners.

Q. What use did you intend to make of the land or the timber at the time you made the entry?

A. I took it for the benefit of the timber might be.

[703]

Q. What use did you expect to make of the timber?

A. I expected to log it off some day and sell it.

Q. What did you do with the land after you had obtained the title to it?

A. I sold it to Frederick A. Kribs for \$840.00.

Q. What was the date of your final proof?

A. Aug. 27, 1900.

Q. When did you sell the land?

A. The same day I proved up.

Q. Why, if you had intended to log the timber off the land, did you sell it the same day that you obtained the title to it?

A. The timber land was sold adjoining and I got a chance to sell out and I thought it would be best to sell.

Q. Do you know Mr. Kribs personally?

A. I got acquainted with him there at Roseburg.

Q. Did you borrow any of the money with which you paid for the land and the expense incident to the entry, and if so from whom did you borrow it?

A. I borrowed \$340.00 from John Thompson.

Q. Did you give a note or mortgage on the land to secure the amount? A. No.

Q. When did you borrow that money?

A. Just before I went to Roseburg.

Q. Did you receive all of the \$340.00 from Mr. Thompson before you left your home to go to Roseburg? A. Yes, sir.

Q. Is it not a fact that the money was given you by Mr. Thompson at Roseburg just before you went to the Land Office? A. No, sir.

Q. When and where did you repay this money to Mr. Thompson? A. I repaid it here at Foster.

[704]

Q. When and where and with whom did you have the first conversation with anyone in regard to selling your land after you had completed your final proof and left the Land Office?

A. It was at Roseburg with the Mealey Bros. and Mr. Thompson, also Mr. Kribs, the same day that proof was made.

Q. State that conversation as nearly as you can remember it.

A. I was introduced to Mr. Kribs and he was buying land, and he talked it over with the boys and he asked me if I wanted to sell, and I asked him what he was paying for land; he said he was paying as high as \$840.00 for timber claims. I told him if he would give me \$840.00 he could have my claim. We talked

it over and made out the deed and sold it off.

Q. Who gave you the money for the land?

A. Mr. Kribs.

Q. How was the money paid—by cash or by check on a bank? Q. It was paid in cash.

Q. Was the amount which you had borrowed from Mr. Thompson deducted from the \$840.00 or was the full amount paid you in cash?

A. The full amount was paid in cash.

Q. Why did you not pay Mr. Thompson the money that was due him there at that time?

A. Mr. Thompson was a neighbor of mine and he was not particular about it being paid right there, so we let it go until we came home.

Q. What business was Mr. Thompson engaged in at that time? A. He was locating.

Q. You may describe this land having reference to the amount and kind of timber thereon, the number and course of the streams, the amount of tillable land, if any, and the other natural characteristics.

A. It is mountainous, heavy timber land; as to the amount of timber I couldn't say; there was no tillable land at all; I couldn't say; [705] there was no tillable land at all; I believe two streams.

Q. Did you have any understanding or agreement with Mr. Thompson or the Mealey boys or anyone else in regard to what disposition you was to make of the land at the time you filed on it or made the final proof? A. No, sir.

Q. Did you receive any other offer for the land than that made you by Mr. Kribs?

A. No, sir.

Q. Who first suggested to you that it would be a

good investment for you to take up a timber claim?

A. There was quite an excitement at the time about taking timber claims and I thought I would take one. No one especially.

Q. Do you own now or did you at the time you made this entry own any real estate other than this timber land? A. No, sir.

Q. You may state what personal property, if any, you owned at the time you made this entry.

A. I had a team and wagon, a few head of cattle; I had a growing crop on rented land at the time.

Q. You may state anything further which may occur to you as proper relevant testimony in this examination.

A. I have nothing else to say, except that this transaction between Thompson and myself was a private transaction between us.

CHARLIE WILEY.

Subscribed and sworn to before me this 9th day of November, 1901.

E. D. STRATFORD,
Special Agent for G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [706]

**Affidavit of John A. Thompson in Government's
Exhibit No. 18.**

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
JOHN A. THOMPSON, of the NE. $\frac{1}{4}$ of Sec.
26, Tp. 14, S. R. 2 E.

JOHN A. THOMPSON, being first duly sworn,
testifies as follows:

Q. State your name, age, residence and occupation.

A. J. A. Thompson; 47 years; farmer; Foster. Linn County.

Q. Are you the same person who made a timber entry on the land above described? A. Yes.

Q. Who, if anyone, suggested to you the advisability of taking up this land? A. No one.

Q. How did you come to take it up?

A. Well, I knew I had a right to take it up and I wanted the benefit of it if I could get it.

Q. What disposition have you made of the land since you entered it?

A. I sold it to F. A. Kribs.

Q. How much did you receive for it?

A. \$840.00.

Q. When did you sell the land?

A. I think the 18th of August.

Q. How long was that after you made your final proof?

A. I think it was two days; I proved up on it the 16th.

Q. How did it happen that you sold the land so soon as you obtained title thereto?

A. I had an opportunity to sell and I thought it was the best I could ever get for it. [707]

Q. When and where did you first have a conversation with Mr. Kribs relative to a sale of this land to him?

A. I think it was the afternoon after I proved up or the next morning; I don't know which. About the 16th.

Q. State the substance of this conversation as

near as you can.

A. Something was said in regard to its being proved up, and if I wanted to dispose of my land. Well, I asked him how much he would give me for it and he told me. I told him that I would take it. I said Mr. Wodtli, Mr. Mealey and myself all took together and I said I would sell if the other boys would. I talked to Mr. Mealey and Mr. Wodtli said he wouldn't sell, and so we come to the conclusion that we would sell—that is, me and Mr. Mealey.

Q. Were the papers made out there at that time or were they made out afterwards?

A. They were not; they were made out after I came home.

Q. Did you give a mortgage on the land at any time? A. No, sir.

Q. Who, if anyone, loaned or furnished you any of the money with which you paid the Government price for this land the other expense incident to the entry?

A. No one. I furnished my own money.

Q. How far do you live from this land?

A. About four miles; I think three and a half or four miles.

Q. How long have you lived there?

A. I have lived there about 15 years.

Q. How well was you acquainted with this land if at all prior to having filed on it?

A. I knew all about it; been over it lots of times; knew every bit of it.

Q. Did you have any contract or agreement either expressed or implied with Mr. Kribs or any other

person prior to having made your final proof to sell said land or any part thereof or any of the timber thereon [708] to anyone after you should have obtained the title thereto? A. I did not.

Q. Are you a practical woodsman? Are you conversant with the timber so as to be able to estimate the timber on a tract of land? A. I think I am.

Q. What is your estimate of the amount of timber on this tract?

A. I think I estimated it at 50,000 to the acre.

Q. You may describe this land.

A. It's on the S. hill slope, on the N. side of Big Rock Creek. There is not two acres of level land on it that is level enough to cultivate as near as I can judge, in one place, I mean.

Q. What was your intention in regard to the disposition you would make of this land at the time you filed on it?

A. Why, I calculated to keep it, until I thought there was going to be a R. R. here when I took it. I just wanted a piece of land and thought it would be either a benefit to me or my family.

Q. You may state what property you have where you live.

A. I have 120 acres of land in the Tp. and an interest in 160 acres of land.

Q. How did Mr. Kribs pay you for this land—in cash or by a check on a bank?

A. He gave me one or two checks for it.

Q. Was the check or checks given to you at Roseburg at the time you had a conversation above referred to or was it sent to you afterwards?

A. It was not give to me there. Well, after I

made out the papers then he gave me a check or checks.

Q. What was the amount of the check or checks?

A. I know the amount was paid but don't remember whether it was paid in one check or two checks.

Q. You may state anything further which may occur to you as being competent and proper testimony in this investigation. [709]

A. Well, I told no one that I intended taking this claim until I was ready to take it. I located myself; and Mr. Wodtli and Mr. Mealey were with me.

J. A. THOMPSON.

Subscribed and sworn to before me this 9th day of November, 1910.

E. D. STRATFORD,
Special Agent G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [710]

**Affidavit of O. J. Mealey in Government's Exhibit
No. 19.**

DEPARTMENT OF THE INTERIOR.

GENERAL LAND OFFICE.

In the Matter of the Alleged Fraudulent Entry of
O. J. MEALEY, of the SW. $\frac{1}{4}$ of Sec. 26, Tp.
14, S. R. 2 E.

O. J. MEALEY, being first duly sworn, according to law, deposes and says:

Q. State your name, age, occupation and place of residence.

A. O. J. Mealey; occupation, ranchman; farmer; I live near Foster; age 34; Foster, Linn County, Oregon.

Q. Are you the same party who made a timber entry for the land above described? A. I am.

Q. At whose suggestion, if anyone, did you enter this land?

A. No one; my own intention to secure a good piece of timber land.

Q. How far do you live from this land?

A. About three miles.

Q. Were you well acquainted with this land before you made your application? A. Yes.

Q. You may describe this land by its smaller subdivisions having reference to the nature and quality of the land, amount of timber thereon as to whether it is hilly or smooth, the number and course of the streams, the direction in which it floats, and the other natural characteristics, describe it fully.

A. Well, I should say that the timber is about 4,000 per acre, and it's on the Big Rock Creek, it goes west there, and the country is mountainous. The SW. $\frac{1}{4}$ of Sec. 26. [711]

Q. Who, if anyone, furnished you with money to pay for this land, or the expense incident of said entry? A. No one.

Q. What disposition, if any, have you made of this land, since you proved up on this land?

A. Sold it to F. A. Kribs.

Q. How long was it after you made your final proof that you sold the land?

A. I think it was about two days; proved up on it the 16th of August and sold it on the 18th, 1900.

Q. Why did you sell the land so soon after you had obtained title thereto?

A. Well, I thought I got what the land is worth,

and found a place where I could use the money to a better advantage.

Q. Did you have the transaction with Mr. Kribs personally or did someone act as his agent in purchasing the land for you?

A. I had transaction personally with Mr. Kribs.

Q. When and where was the first conversation had with Mr. Kribs relative to sale of the land to him?

A. I seen Mr. Kribs at Roseburg after proving up.

Q. The same day?

A. Yes, after I proved up.

Q. Give the substance of that first conversation.

A. Well, he said, "I see that you boys have been proving up in that territory"; that he had already purchased some claims, so I understood, and he asked us if we desired to dispose of our land, and I told him yes, sir, that I did. Then, of course—well, he says, of course I couldn't sell until I had come home and seen my wife; then I came home and sold, and he sent a check for the same.

Q. What did you receive for the land?

A. \$840.00. [712]

Q. You may state whether or not you had any agreement or understanding with Mr. Kribs, either expressed or implied, before you proved up on your land that you would transfer the same or any part thereof or any of the timber thereon to him after you should have obtained the title thereto?

A. I had not.

Q. How long had you been acquainted with Mr. Kribs prior to selling him this land?

A. I seen the gentlemen up here before that; I don't know how long—in May, I think, or June; about a month or two before.

Q. It's a fact, is it not, that he stayed at your house for some time while he was examining land in the neighborhood of the land which you afterwards located?

A. Yes, yes, yes; he stayed at our place.

Q. Was there anything said between you and him while he was at your place or at any other time in regard to your taking up a timber claim and his purchase thereof after you should have obtained title thereto?

A. No; I did not even know his business up there, at the time he was there I didn't; that's a fact.

Q. What was your intention to do with this land at the time you entered it?

A. To hold it indefinitely; I expected to sell the logs off of it.

Q. Are you a practical woodman?

A. I ought to be; I've been raised here. I say I am.

Q. Have you acted as a locater of parties on timber lands in this vicinity? A. Yes, sir.

Q. State what, if anything, you had to do with locating Andrew Wiley, Cornelius M. Tuttle.

A. Well, I took them back and showed them the land. [713]

Q. State, if you know, whether or not these two parties who you claim you located were shown the identical land on which they afterward filed.

A. Yes. They seen the land.

Q. How did you identify the land as the land on

which they afterwards filed?

A. By the corner posts and bearing trees.

Q. Did you ever give a mortgage on the land that you entered? A. No, sir.

Q. What, if any, land do you own in the vicinity of the land you entered?

A. Only an interest in Sec. 4; that is, that's a part of my property, Sec. 4, R. 2. I've got a small interest there. Half interest in 40 acres.

Q. You may state anything further which may occur to you as having a proper connection with this transaction.

A. Of, well, it was taken in good faith. I believe I've covered the ground pretty well; although I took a timber claim up, after due consideration I thought it might be years before I would have an opportunity to sell the logs. I was also afraid of timber fires. I believe that's all.

O. J. MEALEY.

Subscribed and sworn to before me this 9th day of November, 1901.

E. D. STRATFORD,
Special Agent, G. L. O.

Filed May 10, 1910. G. H. Marsh, Clerk. [714]

Government's Exhibit No. 74.

CASE 3320.

KRIBA' BANK ACCOUNT NO. 1.

ROSEBURG.

Deposits.				Checks.	
1900.				1900.	
Apr. 17.	\$30,000.00	July 9.	21.60	Sep. 11.	\$ 17.50
" 30.	5,000.00	" 10.	500.00	" 12.	10.00
May 11.	40,000.00	" "	952.00	" 15.	1,341.56
" 15.	20,000.00	" 11.	142.65	" "	288.00
" 23.	20,000.00	" 12.	55.50	" 17.	12.00
July 11.	10,000.00	" "	35.00 b	" "	75.00
" 14.	100.00	" 14.	50.00	" 18.	4.50
" 24.	30,000.00	" 21.	20.00	" 20.	261.50
Aug. 21.	15,000.00	" 21.	50.00	" "	1,894.40
Sep. 11.	17,000.00	" "	100.00	" "	10.00
" 21.	5,000.00	" "	1500.00	" "	458.50
Oct. 8.	7,000.00	" 23.	150.00	" "	1,500.00
Dec. 13.	10,000.00	" 24.	6.70	" "	1,000.00
		" "	200.00	" "	539.30
		" "	25.00	" "	63.20
Checks.		Aug. 3.	25.00	" "	150.00
1900.		" 4.	500.00	" 21.	250.00
Apr. 20.	\$7,200.00	" "	161.65	" "	247.20
" "	410.75	" 6.	25.00	" "	250.00
" 25.	200.00	" "	300.00	" "	125.00
" 26.	7,349.25	" 7.	50.00	" "	42.50
" 27.	25.00	" 9.	11.00	" 24.	1,690.00
" "	11,062.72	" 10.	75.00	" 25.	333.34
" 28.	1,000.00	" 11.	29.15	" "	542.53
" 30.	3,840.00	" 13.	8.50	" "	542.53
May 3.	1.00	" 14.	20.00	" "	333.33
May 7.	20.00	" 15.	17,000.00	" 27.	333.33
" "	1.00	" 16.	200.00	Oct. 9.	130.00
" 11.	3,500.00	" "	389.44	" "	260.00
" 16.	1,000.00	" "	8.80	" "	542.33
" 17.	5,962.60	" 17.	1,642.04	" 10.	4,155.68—L. Office
" 23.	28,314.40	" 27.	1,500.00	" 12.	34.00
" "	112.90	" 28.	329.51	" "	22.50
" "	9,000.00	" 29.	100.00	" 17.	410.61
June 5.	8,880.00	" "	10.00	" 19.	3.00
" "	125.00	" "	420.00	" 20.	15.00
" 6.	100.00	" "	1,000.00	" 23.	200.00 McM
" 7.	1.00	" 30.	100.00	" 27.	1.00
" 9.	125.00	" "	1,249.45	Nov. 2.	20.00
" 13.	993.50	" "	269.50	" 7.	2.00
" 14.	250.00	" 31.	200.00	" 9.	50.00
" "	17.30	" "	6.50	" 11.	300.00
" "	160.00	Sep. 1.	1.00	" 22.	1.50
" 16.	3.00	" "	3,696.46	Dec. 8.	100.00
" 19.	33.50	" 4.	5.50	" 10.	200.00—L. W
" "	8,500.00	" "	429.52	" "	75.00
" 29.	100.00	" 5.	16.30	" 11.	485.21
July 2.	100.00	" 6.	329.49	" "	375.00
" 3.	100.00	" "	5.00	" 12.	2.70
" 7.	50.00	" "	6.00	" 13.	250.00
" 9.	200.00	" 10.	5.00	" "	25.00
" "	75.00	" 11.	16,968.00	" "	38.00
" "	39.00	" "		" "	125.00

CASE 3320.

KRIBS' BANK ACCOUNT NO. 1 & 2.

ROSEBURG, OREGON.

2

Checks,
1900.

Dec. 13.	\$638.00
" "	940.00
" "	76.00
" "	8.25
" "	940.82
" "	76.00
" "	8.25
" "	940.82
" 14.	436.79
" " "	850.00
" 17.	7.50
" "	175.00
" "	350.00
" "	219.35
" 18.	30.00
" 19.	50.00
" "	50.00
" 20.	100.00
" 21.	442.20
" "	150.00
" 28.	8.50
" 29.	25.00
" "	1,000.00
" "	1,800.00
" 31.	12.00
" "	125.00

ACCOUNT NO. 2.

Deposits,
1900.

Apr. 30.	\$45,000.00
May 17.	30,000.00
1901.	
Jan. 21.	15,000.00

Checks,
1900.

July 14.	\$1,199.00	Er.
" 17.	6,635.71	S.
1901.		
Feb. 15.	25.00	
" "	1,470.00	
" "	750.00	
" "	150.00	

Checks,
1901.

Mch. 2.	\$ 2.75
" 4.	500.00
" 5.	75.00
" "	125.00
" "	50.00
" "	32.00
" 6.	125.00
" "	358.30
" "	392.35
" "	20.00
" 8.	200.00
" "	6.00
" "	75.00
" "	400.00
" 21.	6,096.59

Checks,
1901.

May 1.	\$ 11.50
" "	10,167.94
" 5.	11.50
" 10.	32,771.57
" "	400.00
" 17.	371.85
" "	14,502.18
" 22.	7.50
June 11.	15.50
" 14.	405.75
" 19.	8,500.00

Mch. 1.	6.75
" 2.	1.00

Trans. to Acct. No. 1

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CASE 3320.

KRIBS' BANK ACCOUNT.

Checks.
1901.

Jan.	2.	\$ 70.00	Mar.	20.	\$ 5.50
"	"	3.00	"	21.	1,000.00
"	"	170.00	"	"	100.00
"	5.	3.00	"	"	150.00
"	"	1.00	"	"	200.00
"	9.	20.00	"	"	700.00
"	"	5.00	"	"	1,002.00
"	"	15.00	"	"	1,236.41
"	18.	4,000.00	"	"	73.00
"	"	500.00	"	23.	67.50
"	29.	100.00	"	"	5.00
"	"	6.00	"	25.	1.00
"	30.	125.00	"	"	319.62
"	30.	7.90	"	"	1,278.48
Feb.	1.	2,540.00	"	26.	3.00
"	2.	4.00	"	27.	1.50
"	6.	1.00	"	29.	3.00
"	12.	800.00	"	"	1,060.00
"	"	785.00	Apr.	1.	12.60
"	"	640.00	"	5.	3,045.05
"	"	200.00	"	6.	528.18—Toussant.
"	"	100.00	"	8.	2,048.93—Deeds.
"	"	2,282.00	"	9.	200.00
"	"	35.00	"	16.	2.00
"	"	1,600.00	"	17.	2,496.00—Scrip.
"	"	1.50	"	"	233.47—Cushaw.
"	"	18.78	"	"	164.60
Mch.	8.	400.00	"	"	500.00
"	"	4,000.00	"	18.	169.00
"	9.	922.00	"	"	45.00
"	"	100.00	"	"	1,023.53
"	11.	316.00	"	19.	584.00—Paid Ferrigan.
"	12.	125.00	"	20.	20.44
"	13.	410.45	"	"	1,270.00—Sheriff.
"	14.	526.00	"	22.	37.50
"	"	1,798.95	"	"	2.90
"	15.	100.00	"	24.	25.00
"	16.	250.00	"	26.	20.00
"	16.	150.00	"	"	640.00
"	"	50.00	"	30.	80.00
"	"	375.00	May	2.	1.25
"	"	150.00	"	6.	111.03
"	"	770.00	"	16.	4,257.00
"	18.	100.00	"	28.	18.75
"	"	1,605.00	June	11.	600.00
"	"	50.00	"	28.	415.23—Smith.
"	"	378.00	"	29.	25.00—Taxes.
"	"	2,054.44	July	1.	125.00—Smith.
"	19.	600.00	"	2.	75.00
"	"	1,103.85	"	10.	150.00
"	"	100.00	"	11.	25.00
"	20.	200.00	"	15.	150.00

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CASE 3320.

KRIBS' BANK ACCOUNT.

ROSEBURG.

Deposits.

1901.

Jan.	21.	\$12,000.00
Mch.	9.	15,000.00
"	21.	6,096.59
Apr.	11.	10,000.00
"	26.	6,386.73
May	3.	116.73
"	17.	3,363.57
July	17.	3,000.00
Aug.	9.	15,000.00
Oct.	3.	450.00
"	8.	7,000.00
"	24.	11,000.00
"	26.	4,500.00
Nov.	18.	5,000.00
Dec.	9.	9,500.00
"	10.	4,819.25
"	16.	200.00
"	19.	814.50

1902.

Mch.	7.	86,550.00
"	17.	5,000.00
"	31.	61.82
Apr.	11.	1,364.75
"	16.	200.00
"	26.	2,265.65
May	19.	2,000.00
July	12.	4,000.00
Sep.	19.	1,800.00
"	24.	1,823.37
Oct.	14.	7,500.00
Nov.	26.	3,500.00
Dec.	31.	12,000.00

1903.

Jan.	5.	30.00
"	16.	7,842.89
Mar.	27.	6,000.00
Apr.	27.	5,000.00
June	22.	6,000.00
July	8.	9,600.00
"	13.	37,000.00
Aug.	15.	307.66
"	17.	10,000.00

1904.

Jan.	9.	10,000.00
Mch.	22.	1,500.00
Apr.	20.	8,489.74
"	28.	10,000.00

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CASE 3320.

KRIBS' BANK ACCOUNT.

ROSEBURG.

Checks.

1901.

July	15.	\$	25.00	Sept.	3.	\$	110.00	Oct.	18.	\$	150.00
"	"			"	"			"	"		
"	1.		1,100.00	"	14.		200.00	"	"		19.70
"	"			"	"			"	"		250.00
"	16.		50.00	"	"		200.00	"	"		500.00
"	17.		5.00	"	"		200.00	"	"		150.00
"	18.		25.00	"	"		200.00	"	21.		899.00
"	"			"	"			"	"		30.00
"	"		5.00	"	21.		75.00	"	"		200.00
"	"		7.00	"	"		50.00	"	"		30.00
"	19.		150.00	"	"		150.00	"	"		1,486.66
"	"		100.00	"	"		710.00	"	"		100.00
"	"		20.00	"	"		200.00	"	"		100.00
"	20.		310.00	"	"		20.00	"	23.		7,830.00
"	"		1,673.00	"	28.		250.00	"	25.		138.75
"	22.		55.60	"	30.		350.00	"	"		200.00
"	"		30.00	Oct.	1.		50.00	"	26.		3,990.00
"	24.		195.00	"	3.		450.00	"	"		500.00
"	25.		4.00	"	"		2.00	"	"		487.00
"	26.		42.00	"	"		100.00	"	28.		6.00
"	27.		500.00	"	5.		30.00	"	28.		3.50
"	"		250.00	"	"		35.00	"	"		1.00
"	29.		411.16	"	"		136.00	"	"		40.00
"	"		230.00	"	7.		25.00	"	"		80.75
"	"		75.00	"	"		410.00	"	"		1.25
"	30.		3.75	"	"		2.00	"	"		150.00
Aug.	1.		6.00	"	8.		65.00	"	"		1.00
"	"		3.00	"	"		1,143.10	"	29.		150.00
"	2.		175.00	"	9.		35.00	"	30.		5.00
"	"		75.00	"	"		25.00	Nov.	1.		6.25
"	"		150.00	"	"		34.00	"	4.		4,240.00
"	"		3.10	"	"		148.75	"	"		7.28
"	5.		250.00	"	"		400.00	"	5.		27.14
"	"		250.00	"	"		2,300.00	"	7.		7.90
"	7.		53.08	"	"		1,420.00	"	8.		20.00
"	"		150.00	"	11.		64.00	"	"		575.00
"	9.		8.00	"	"		783.00	"	14.		8,941.40
"	10.		1.00	"	12.		90.00	"	20.		3.00
"	12.		1.00	"	"		77.00	"	21.		10.00
"	15.		4.00	"	14.		50.00	"	25.		700.00
"	24.		10.00	"	"		700.00	"	"		500.00
"	26.		5.00	"	"		100.00	"	29.		290.00
"	27.		20.75	"	15.		25.00	Dec.	5.		833.00
"	"		50.00	"	"		3.00	"	13.		2.50
"	"		25.00	"	16.		186.35	"	16.		1,200.00
"	28.		1,334.00	"	"		600.00	"	17.		820.00
"	"		160.00	"	17.		200.00	"	18.		9.20
"	"		5.00	"	"		50.00	"	20.		
"	29.		200.00	"	18.		167.00	"	21.		
"	31.		801.00	"	"		400.00	"	24.		
"	"		29.90	"	"		181.55	"	26.		

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The U. S. of America vs. C. A. Smith et al. 705

CASE 3320.

KRIBS' BANK ACCOUNT.

ROSEBURG.

Checks.
1902.

Jan. 22	\$	690.00	Apr. 21	\$	150.00
" 30.		40.00	" "		1,140.00
" 31.		40.00	" 24.		75.00
Feb. 1.		10.00-Thom.	" 28.		2.73
" "		75.00	" 30.		1.00
" 3.		200.00	" "		25.00
" "		200.00	May 2.		38.50
" "		200.00	" "		150.00
" 5.		100.00-Cannon	" 5.		900.00-Von Pessoll.
" 7.		100.00	" 7.		100.00
" "		25.00	" "		243.00
" "		25.00	" 10.		.75
" "		25.00	" "		.75
" "		2.00	" 19.		300.00
" 10.		25.00	June 4.		300.00-McMullen.
" "		2.00	" 16.		6.75
" 14.		500.00	" 16.		1,000.00
" 17.		95.00	" 20.		23.00
Mch. 1.		1,281.50	" "		500.00
" 3.		25.00	" "		89.30
" "		79.50	" 30.		120.00
" 5.		10.00	July 1.		9.00
" 6.		150.00	" "		43.93
" "		18,000.00	" "		49.23
" 7.		225.00	" 3.		155.00
" "		67,700.00	" "		5.00
" 8.		107.45	" 8.		310.00
" "		25.00	" 14.		1.00
" 11.		25.00	" 14.		15.00
" "		5.00	" 17.		900.00-Thom.
" 14.		25.00	Aug. 1.		4.36
" 15.		17.50	" 6.		262.00
" "		309.73	" "		106.50
" 17.		4.00	" "		312.00
" 20.		600.00	" 9.		50.00
" 22.		1,650.00-T. R. S.	" 11.		5.00
" 25.		1,342.05	" 13.		28.00
" 26.		6.00	" 15.		544.00
" 29.		750.00-Thom.	" 16.		100.00
" 31.		1.25-See.	" 18.		2.00
Apr. 7.		800.00-Diller.	" 28.		300.00
" 10.		8.89	" 28.		384.65
" 11.		1.00	Sept. 6.		100.00
" 15.		3,000.00	" "		91.50
" "		72.50	" "		300.00
" 16.		1.25	" "		24.00
" "		460.00	" 8.		6.15
" 17.		1,020.70	" "		100.00
" "		25.00	" "		151.65
" 18.		6.25	" "		60.00
" "		15.00	" 9.		100.00

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CASE 3320.
KRIBS' BANK ACCOUNT.
ROSEBURG.

Checks.
1902.

Sep. 10.	\$ 30.00	Dec. 27.	\$ 1,000.00
" 11.	75.00	" "	400.00
" "	50.00	" 29.	30.00
" 198.	100.00		
" 22.	500.00		
" 23.	5.00		
" "	830.00		
" 25.	50.00		
" "	410.00		
" "	240.00		
" 27.	250.00		
" 29.	1.00		
" "	1.00		
" "	50.00		
" "	800.00—Error.		
Oct. 4.	250.00		
" 7.	1.00		
" 11.	70.00		
" 13.	4.25		
" 18.	685.00		
" 20.	200.00		
" "	600.00		
" 21.	772.04		
" 22.	632.54		
" "	632.54		
" "	600.00		
" "	300.00		
" 28.	1,010.00—Thompson.		
" "	790.00—Arant.		
" "	60.00—Thom.		
Nov. 1.	650.00		
" 5.	2,880.00—Welch.		
" "	860.00—Thompson.		
" "	1.00		
" 7.	1.00		
" 12.	400.00—Thompson.		
" 14.	383.00		
" "	1.22		
" 18.	1,979.20—Hacker.		
" 28.	9.72		
" 29.	1,550.00—Given.		
Dec. 13.	500.00—B. MeM		
" 24.	550.00—Thompson.		
" "	1,800.00		

[723]

SOURCES OF DEPOSITS OF FRED A. KRIBS
IN FIRST NATIONAL BANK OF ROSE-
BURG FOR 1901.

To First National Bank of Portland, January 21, 1901; dated January 21, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by "us"; amount \$12,000.

To First National Bank of Portland, March 9, 1901; dated March 9, 1901; drawn by Fred A. Kribs on C. A. Smith Lumber Company; endorsed by us; amount \$15,000.

To First National Bank of Portland, April, 1901; dated April 8, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$10,000.

To First National Bank of Portland, April, 26, 1901; dated April 24, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by T. R. Sheridan; amount \$1,386.73.

To First National Bank, Portland, April 26, 1901; dated April 24, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by T. R. Sheridan; amount \$5,000.

To First National Bank, Portland, May 17, 1901; dated May 13, 1901; No. 1185; drawn by Charles A. Pillsbury & Co. on First National Bank of Minneapolis; endorsed by Fred A. Kribs; amount \$3,363.57.

To First National Bank of Portland, July 17, 1901; dated July 17, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by us; amount \$3,000.

To National Park Bank of New York, August 9, 1901; dated ———; No. 10505; drawn by Pillsbury-Washburn Flour Milling Co.; on Chase National Bank of New York; endorsed by Fred A. Kribs; amount \$10,000.

To First National Bank of Portland, August 9, 1901; dated July 25, 1901; drawn by J. S. Pillsbury; on First National Bank of Minneapolis; endorsed by Fred A. Kribs; amount \$5,000.

To C. W. National Bank, San Francisco, October 3, 1901; dated October 2, 1901; No. 690; drawn by Fred A. Kribs; on National Bank of D. O. Mills; endorsed by us; amount \$450.

To C. W. National Bank, San Francisco, Calif., October 8, 1901; dated October 8, 1901; No. 691; drawn by F. A. Kribs; on National Bank D. O. Mills; endorsed by us; amount \$7,000.

To First National Bank of Portland, October 24, 1901; dated October 24, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$11,000.

To First National Bank of Portland, October 26, 1901; dated October 26, 1901; drawn by F. A. Kribs on C. A. Smith Lumber Company; endorsed by us; amount \$4,500.

To First National Bank of Portland, November 16, 1901; dated November 11, 1901; drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by us; amount \$5,000.

To First National Bank of Portland, December 9, 1901; dated December 4, 1901; No. 1711; drawn by C. A. Smith Lumber Company on National Bank of Republic; endorsed by T. R. Sheridan; amount \$9,500.

To First National Bank of Portland, December 10, 1901; dated December 6, 1901; No. 1716; drawn by C. A. Smith Lumber Company on National Bank of Republic of Chicago; endorsed by T. R. Sheridan; amount \$4,819.25.

Deposit slip of March 21, 1901, shows deposit of \$6,096.59 by check on Kribs account No. 2, First National of Roseburg. [724]

CASES 3319-3320.

SOURCES OF KRIBS' DEPOSITS—PAGE "

Deposit slip of May 3, 1901, shows deposit through Ben McMullen, one-half \$233 on Wilson deal.

Deposit slip of December 16, 1901, shows "returned by Lebruher" \$200.

Deposit slip of December 19, 1901, shows returned on "Hoover and us claims" \$814.50. [725]

CASE 3320.

KRIBS' BANK ACCOUNT.

ROSEBURG.

TRANSMITTAL SHEETS.

1900.

Account No. 1.

To National Park Bank of New York, New York, April 17, 1900; No. 15798, dated April 12, 1900; drawn by Swedish-National Bank of Minneapolis; on Mercantile National Bank, endorsed by Fred A. Kribs; amount \$30,000.00.

To First National Bank of Portland, Oregon, April 30, 1900; No. —, dated April 30, 1900; drawn by Fred A. Kribs on C. A. Smith Lumber Company; endorsed by "us," amount \$5,000; "If not paid on presentation, have Bank wire us."

To First National Bank, Portland, Oregon, May 10, 1900; dated May 10, 1900; drawn by Fred A. Kribs on C. A. Smith Lumber Company of Minneapolis, Minn.; endorsed by "us"; amount \$40,000.00; "No Pro." Wire if not paid.

To National Park Bank, New York, May 15, 1900; dated May 8, 1900; No. 15929; drawn by Swedish-American Bank of Minneapolis on Mercantile National Bank of New York; endorsed by F. A. Kribs; amount \$20,000.00.

To First National Bank Portland, May 23, 1900; dated May 12, 1900; drawn by Fred A. Kribs on C. A. Smith Lumber Company; endorsed by "us"; amount \$20,000.

To First National Bank of Portland, July 11, 1900; dated July 11, 1900; drawn by F. A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by "us"; amount \$10,000.

To First National Bank of Portland, July 24, 1900; dated July 23, 1900; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by "us"; amount \$30,000.00.

To First National Bank Portland, August 21, 1900; dated August 31, 1900; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by "us"; amount \$15,000.00.

To Ladd & Bush, Salem, Oregon, August 8, 1900; dated August 8, 1900; No. 1287; drawn by C. A. Smith Lumber Company; on National Bank of Republic, Chicago; endorsed by F. A. Kribs; amount \$300.

To First National Bank of Portland, September 11, 1900; dated September 10, 1900; drawn by Fred

A. Kribs; on C. A. Smith Lumber Company of Minneapolis, Minn.; endorsed by "us"; amount \$17,000.00.

To First National Bank of Portland, September 21, 1900; dated September 20, 1900; drawn by F. A. Kribs; on C. A. Smith Lumber Company; endorsed by "us"; amount \$5,000.

To First National Bank of Portland, Oregon, October 8, 1900; dated October 4, 1900; No. 1315; drawn by C. A. Smith Lumber Company; on National Bank of Republic of Chicago; endorsed by "us"; amount \$7,000.00.

To First National Bank of Portland, December 13, 1900; dated December 13, 1900; drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by "us"; amount \$10,000.

Deposit slip of July 11, 1900, shows deposit of currency \$100.

Account No. 2. (1900.)

First National Bank of Portland, April 30, 1900; dated April 25, 1900; No. 9298; drawn by Pillsbury-Washburn Flour Mills; on Chase National Bank; endorsed by Fred A. Kribs; amount \$45,000.00.

To First National Bank of Portland, May 17, 1900; dated May 10, 1900; No. 9361; drawn by Pillsbury-Washburn Flour Mills on Chase National Bank of New York; endorsed by F. A. Kribs; amount \$30,000.00. [726]

CASE 3320.

KRIBS' BANK ACCOUNT.

ROSEBURG.

REMITTANCE SHEETS ACCOUNT NO. 2—
CONTINUED.

To National Park Bank, New York, January 21, 1901; dated December 26, 1900; No. 9869; drawn by Pillsbury-Washburn Co. on Chase National Bank; endorsed by F. A. Kribs; amount \$15,000. [727]

KRIBS' BANK ACCOUNT FOR 1902.

ROSEBURG, OREGON.

TRANSMITTAL SHEETS.

SOURCE OF DEPOSITS.

Letter of First National Bank of Portland, March 5, 1902, informs First National Bank of Roseburg, that \$86,550 has been deposited to its credit by Fred A. Kribs.

Records First National Bank of Portland, shows what under date of March 5, 1902, First National Bank of Roseburg, deposited draft drawn by Fred A. Kribs on Alfred A. Pillsbury, for \$16,800.

Also deposited by draft of same date drawn by Fred A. Kribs on C. A. Smith Lumber Company for \$69,750.

Letter of First National Bank of Portland, March 17, 1902, informs First National Bank of Roseburg, that \$5,000 has been deposited to its credit by Fred A. Kribs.

Records First National Bank of Portland show that March 17, 1902, draft drawn by Fred A. Kribs

on C. A. Smith Lumber Company for \$5,000.

National Park Bank New York April 11, 1902; dated March 20, 1902; No. 4492; drawn by Aitkin Co. Bank of Warroon (?); endorsed by Fred A. Kribs; amount \$348.

Same. No. 4493; amount \$1,000.

To First National Bank of Eugene, April 16, 1902; dated April 12, 1902; drawn by H. G. McKinley; on "us"; endorsed by F. A. Kribs; amount \$200.

To First National Bank of Portland, April 26, 1902; dated April 24 (1902); No. 34; drawn by Fred A. Kribs; on Merchants National Bank of Portland; endorsed by T. R. Sheridan; amount \$2,265.66.

To First National Bank of Portland, August 12, 1902; dated August 12, 1902; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$4,000.00.

To First National Bank of Portland, September 19, 1902; dated September 18, (1902); drawn by Fred A. Kribs; on Merchants National Bank; endorsed by us; amount \$1,800.00.

To First National Bank of Portland, September 24, 1902; dated September 23, (1902); drawn by Fred A. Kribs; on First National Bank of Minneapolis; endorsed by us; amount \$1,823.37.

To First National Bank of Portland, October 13, 1902; dated October 8, (1902); No. 171; drawn by Charles A. Pillsbury; on First National Bank of Minneapolis; endorsed by F. A. Kribs; amount \$7,500.00.

To First National Bank of Portland, November 26, 1902; dated November 21, (1902); No. 27 (1) 781;

drawn by (S. W.) Duluth; on them; endorsed by Fred A. Kribs; amount \$3,500.

To First National Bank of Portland, December 21, 1902; dated December 30, (1902); drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$12,000.00

Deposit slip of March 3, 1902, shows \$61.82, deposited by T. R. S. (evidently T. R. Sheridan) by check, on scrip deal.

Deposit slip of May 19, 1902, shows check credit of \$3,000, by "Scrip returned." [728]

KRIBS' BANK ACCOUNT.

ROSEBURG.

SOURCE OF DEPOSITS FOR 1903 & 1904.

1903.

To First National Bank of Portland, January 16, 1903; dated December 5, 1902; No. 44410; drawn by C. A. Smith Lumber Company on First National Bank of Minneapolis; endorsed by Fred A. Kribs; amount \$7,986.69. (?)

To First National Bank of Portland, March 27, 1903; dated March 27, 1903; drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$6,000.00.

To First National Bank of Portland, May 4, 1903; dated May 1, 1903; drawn by F. A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$5,000.00.

To First National Bank of Portland, June 20, 1903; dated June 20, 1903; drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by us; amount \$6,000.00.

To First National Bank of Portland, July 8, 1903; dated July 6, (1903); No. 84; drawn by George Mandig on First National Bank of Grand Rapids; endorsed by F. A. Kribs; amount \$5,760.

To First National Bank of Portland, July 8, 1903; dated July 6, (1903); No.— drawn by Chas. Gage; on First National Bank of Minneapolis; endorsed by F. A. Kribs; amount \$3,840.00.

To First National Bank of Portland, July 11, 1903; dated July 11, (1903); drawn by Fred A. Kribs on Chas. A. Pillsbury of Minneapolis; endorsed by us; amount \$3,200; (This draft seems not to have been deposited to Kribs' credit).

To First National Bank of Portland, July 13, 1903; dated July 11, 1903; drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by us; amount \$37,000.00.

To First National Bank of Portland, August 15, 1903; dated August 15, 1903; drawn by F. A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$10,000.00.

Deposit slip of January 9, 1903, shows deposit of \$30.00 by check of T. R. S. (T. R. Sheridan.)

Deposit slip of August 14, 1903, shows deposit of \$307.66, by check No. No statement upon whom same was drawn.

1904.

To First National Bank of Portland, January 9, 1904; dated January 8, (1904); drawn by Fred A. Kribs; on C. A. Smith Lumber Company of Minneapolis; endorsed by us; amount \$10,000.

To First National Bank of Portland, April 28,

716 *Linn & Lane Timber Co. et al. vs. U. S. A.*

1904, dated April 26, drawn by Fred A. Kribs; on C. A. Smith Lumber Company; endorsed by us; amount \$10,880.00.

Nothing found as to deposit of \$1,500 on March 28, 1904; \$8,489.74. April 20, 1904. [729]

CASE 3320.

EXTRACTS FROM ACCOUNT OF J. H. BOOTH,
RECEIVER, WITH FIRST NATIONAL
BANK OF ROSEBURG.

DEPOSITS.

1900.

April. 20—\$10,384.81

May. 17 6,381.76

Deposit slip of April 20, 1900, shows two items for \$7,200 and 410.75. checks on First National Bank of Roseburg, identical sums checked by F. A. Kribs on said bank on said date. Desk book shows no other checks of like denomination paid on that date.

Deposit slip of May 17, 1900, shows one item by check on First National Bank of Roseburg for \$8,962.60, sum identical with check of F. A. Kribs cashed on said date and desk book shows no other check of like denomination cashed on said date.

[730]

CASE 3319.

EXTRACTS FROM ACCOUNT OF J. H. BOOTH,
RECEIVER, WITH FIRST NATIONAL
BANK OF ROSEBURG.

DEPOSITS.

1900.

Aug. 18. \$1,935.40

Sep. 1. 6,676.86

Oct. 10. \$4,155.68
 " 17. 410.61

Deposit slip of August 17, 1900, shows check on First National Bank of Roseburg for \$1,642.04, identical sum of check of F. A. Kribs cashed on said date.

Deposit slip of September 1, 1900, shows item of \$3,696.46 by check on First National Bank of Roseburg, identical sum of check of F. A. Kribs on said bank cashed on that date.

Deposit slip of October 10, 1900, shows item of \$4,155.68, identical sum checked by F. A. Kribs on First National of Roseburg on that date.

Deposit slip of October 17, 1900, shows single item of \$410.61 by check, bank not named, same amount checked by F. A. Kribs on First National of Roseburg on that date. [731]

CASE 3320.

ACCOUNT OF S. A. D. PUTER WITH FIRST NATIONAL BANK OF ROSEBURG.

Deposits.		Checks.	
1900.		1900.	
Apr. 19.	\$4,000.00	Apr. 19. \$	500.00
" 26.	849.25	" "	240.00
1901.		" "	100.00
Mch. 20.	200.00	" 20.	150.00
		" "	300.00
		" "	40.00
		" "	85.00
		" "	25.00
		" "	75.00
		" "	105.00
		" "	2,000.00
		" 21.	2.00
		" "	15.00
		" 23.	50.00
		May 1.	18.00
		" 4.	25.00
		" 12.	448.93
		June 13.	6.50
		July 2.	100.00
		Nov. 5.	35.00
		1901.	
		Mch. 20. \$	200.00
		" 25.	209.00

SOURCES OF DEPOSITS OF S. A. D. PUTER
REMITTANCE SHEETS.

To First National Bank of Portland, April 19, 1900; dated April 12, 1900; No. 1514; drawn by cashier; on Wells-Fargo Bank—endorsed by S. A. D. Puter; amount \$400.00.

To First National Bank of Portland; April 19, 1900; dated April 12, 1900; drawn by and on Wells-Fargo Bank of Portland; endorsed by S. A. D. Puter; amount \$4,000.00. [732]

Government's Exhibit No. 75.

No. 3319.

(This is a torn check pasted on sheet of paper.)

FIRST NATIONAL BANK _____ 16, 1900.
No. _____

PAID

_____ BANK OF ROSEBURG,
_____ J. H. _____ or order, \$1642 04/100 Six-
teen hun _____ 04/100 D_____

_____d. A. KRIBS.

_____642.04 No. _____

_____ to J. H. _____

_____ fee Wm. Meal_____

Filed May 10, 1910. G. H. Marsh, Clerk. [734]

Government's Exhibit No. 76.

(4 checks)

No. 3319.

PAID

Aug. 16, 1900.

Roseburg, Oregon.

(United States
Internal Rev.
stamp)

Roseburg, Oregon, Aug. 16, 1900. No. —

FIRST NATIONAL BANK OF ROSEBURG.

Pay to Wm. R. Mealey or Bearer, \$389 44/100
Three hundred eighty-nine and 44/100 Dollars.

FRED A. KRIBS.

Endorsed: Wm. R. Mealey.

PAID

Sep. 4, 1900.

Roseburg, Oregon.

(U. S. Internal
Rev. Stamp)

Roseburg, Oregon, Aug. 16, 1900. No. —

FIRST NATIONAL BANK OF ROSEBURG.

Pay to Wm. R. Mealey or Bearer, \$429.52/100
Four Hundred twenty nine and 52/100 Dollars.

FRED A. KRIBS.

Endorsed:

Wm. R. Mealey.

Pay to any Bank or Banker
or order

P. M. Scroggin & Co., Bankers,
Lebanon, Oregon.

P. M. Scroggin, Cashier.

[735]

GOVERNMENT'S EXHIBIT 76 (Cont.)

(U. S. Internal
Revenue stamp)

FIRST NATIONAL —

PAID

Aug. 27, 1900.

Roseburg, Oregon.

Roseburg, Oregon, Aug. 16, 1900. No. —

FIRST NATIONAL BANK OF ROSEBURG.

Pay to J. A. Thompson or Bearer, \$100.00, One
Hundred and no/100 Dollars.

FRED A. KRIBS.

(Endorsed): J. A. Thompson.

(U. S. Internal
Revenue stamp)

FIRST NATIONAL BA—.

PAID

Aug. 27, 1900.

Roseburg, Oregon.

Roseburg, Oregon, Aug. 16, 1900. No. —.

FIRST NATIONAL BANK OF ROSEBURG.

Pay to O. Judd Mealey, or Bearar, \$100.00, One
Hundred and no/100 Dollars.

FRED A. KRIBS.

(Endorsed): O. Judd Mealey.

Filed May 10, 1910. G. H. Marsh, Clerk. [736]

J. A. Thompson